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## **TEXAS DEPARTMENT OF HEALTH**

### **Associateship for Community Health and Resources Development**



#### **REQUEST FOR APPLICATIONS for**

#### **TITLE V POPULATION-BASED PROGRAM**

**September 1, 2000 through August 31, 2001**



***ONLY CURRENT TITLE V POPULATION-BASED CONTRACTORS MAY APPLY***

**Application Due: April 19, 2000**

## TABLE OF CONTENTS

### INFORMATION

|  | <u>Page No.</u> |
|--|-----------------|
| I. INTRODUCTION .....  | 1               |
| A. Project and Budget Periods .....                                | 1               |
| B. TDH Rights Prior to Contracting .....                           | 1               |
| C. Use of Funds .....  | 1               |
| D. Schedule of Events .....  | 2               |
| E. Program Contracts for Getting Your RFA Questions Answered ..... | 2               |
| II. APPLICATION DEADLINE AND SUBMISSION .....                      |                 |
| A. Application Deadline .....                                      | 4               |
| B. Assembly and Submission .....                                   | 4               |
| 1. Assembly .....  | 4               |
| 2. Submission .....  | 5               |

### CONTENT AND PREPARATION

|  |    |
|--|----|
| III. PROGRAM INFORMATION .....   |    |
| A. General Purpose and Program Goals .....                                   | 6  |
| B. Background .....  | 6  |
| C. Program Legal Authority .....   | 6  |
| D. Project Development .....   | 6  |
| E. Program Requirements .....  | 6  |
| IV. APPLICATION CONTENT .....  |    |
| A. Confidential Information .....  | 7  |
| B. Face Page — Application for Financial Assistance .....                    | 7  |
| C. Contact Person Information .....  | 7  |
| D. Progress Report, Work Plan, and Performance Measures .....                | 7  |
| 1. Four-Year Progress Report .....   | 7  |
| 2. Year 5 Work Plan and Performance Measures .....                           | 7  |
| V. FINANCIAL INFORMATION .....   | 9  |
| Budget .....   | 9  |
| VI. OTHER REQUIRED FORMS AND DOCUMENTATION .....                             | 10 |
| A. Historically Underutilized Businesses (HUBs) .....                        | 10 |
| B. Child Support Regulations .....   | 10 |
| C. Disclosure of Lobbying Activities .....                                   | 10 |
| D. Nonprofit Board of Directors and Executive Director Assurances Form ..... | 11 |

|   |    |
|---|----|
| E. Administrative Information Form .....  | 11 |
| F. TDH Assurances and Certifications .....  | 11 |
| G. Program Assurances and Certifications .....  | 11 |
| VII. BLANK APPLICATION FORMS AND INSTRUCTIONS .....   | 12 |
| FACE PAGE — Application for Financial Assistance .....  | 13 |
| FACE PAGE — Application for Financial Assistance Instructions .....   | 14 |
| CONTACT PERSON INFORMATION .....  | 15 |
| APPLICATION CHECKLIST .....   | 16 |
| FY 2001 POPULATION-BASED PROJECT APPLICATION .....  | 17 |
| Four-Year Progress Report .....   | 17 |
| Year 5 Work Plan .....  | 25 |
| <i>BUDGET FORMS AND INSTRUCTIONS</i>  |    |
| FUNDING INFORMATION FORM .....  | 33 |
| BUDGET SUMMARY .....  | 34 |
| Budget Summary Instructions .....   | 35 |
| A. Allowable and Unallowable Costs .....  | 36 |
| B. Direct Costs .....   | 37 |
| C. Indirect Costs .....   | 37 |
| D. Audit Requirements .....   | 37 |
| PERSONNEL — Budget Category Detail Form .....   | 38 |
| TRAVEL — Budget Category Detail Form .....  | 39 |
| EQUIPMENT — Budget Category Detail Form .....   | 40 |
| SUPPLIES — Budget Category Detail Form .....  | 41 |
| CONTRACTUAL — Budget Category Detail Form .....   | 42 |
| OTHER — Budget Category Detail Form .....   | 43 |
| DEFINITION OF COST CATEGORIES, INSTRUCTIONS, AND EXAMPLES .....   | 44 |
| A. Personnel .....  | 44 |
| B. Fringe Benefits .....  | 44 |
| C. Travel .....   | 44 |
| D. Equipment .....  | 45 |
| E. Supplies .....   | 45 |
| F. Contractual .....  | 46 |
| G. Construction .....   | 46 |
| H. Other .....  | 46 |
| I. Total Direct Charges .....   | 47 |
| J. Indirect Costs .....   | 47 |
| K. Total .....  | 47 |
| L. Program Income .....   | 47 |
| M. Match .....  | 48 |
| HUB Good Faith Effort Program (GFEP)/Client Services Form .....   | 50 |
| HUB DEFINITION .....  | 51 |
| Progress Assessment Report by Non-Historically Underutilized BUSINESS<br>OF WORK SUB-CONTRACTED (NON-HUB-PAR) ..... | 52 |

|   |    |
|---|----|
| Progress Assessment Report by Historically Underutilized BUSINESS<br>OF WORK SUB-CONTRACTED (HUB-PAR) ..... | 53 |
| Disclosure of Lobbying Activities .....   | 54 |

## **APPENDICES**

|   |    |
|---|----|
| APPENDIX A —                                    |    |
| TDH Contract General Provisions .....           | 57 |
| APPENDIX B —                                    |    |
| Sample Quarterly Report Form .....              | 82 |
| APPENDIX C —                                    |    |
| Definitions of Program Terms .....              | 86 |
| APPENDIX D —                                    |    |
| Five Year Report Outline and Instructions ..... | 88 |
| APPENDIX E —                                    |    |
| Sample Work Plan .....                          | 91 |
| APPENDIX F —                                    |    |
| Work Plan Numbering System .....                | 94 |

## I. INTRODUCTION

The Texas Department of Health (TDH) Population-Based Program announces the availability of Fiscal Year (FY) 2001 funds for population-based projects (formerly referred to as Title V, Part B projects) under Title V of the Social Security Act, the Maternal and Child Health Services Block Grant. Only agencies and organizations participating in Title V population-based contracts for FY 2000 are eligible to apply.

This Request for Applications (RFA) contains the requirements that all applicants must meet to be considered for funding. Failure to conform with these requirements may result in disqualification of the applicant without further consideration. Each applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this RFA.

The response to this RFA must be arranged in the order described in **SECTION IV. APPLICATION CONTENT**. Failure to arrange the application as described may result in disqualification. Clear and concise application content is emphasized and encouraged. Vague and general applications will be considered non-responsive and may result in disqualification.

Before completing the application, refer to any relevant program standards provided in **SECTION III. PROGRAM INFORMATION**. Other sections within the RFA may contain additional instructions pertaining to unique program requirements set forth in legislation or regulations.

☆☆☆ PLEASE READ ALL MATERIALS BEFORE PREPARING THE APPLICATION. ☆☆☆

### A. PROJECT AND BUDGET PERIODS

It is expected that the continuation contract will begin on or about 09/01/00 and will be made for a 12-month budget period within a project period of one year, ending 08/31/01.

### B. TDH RIGHTS PRIOR TO CONTRACTING

TDH reserves the right to alter, amend, or modify any provision of this RFA or to withdraw this RFA at any time prior to execution of a contract if it is in the best interest of TDH and the State of Texas. The decision of TDH will be administratively final in this regard.

### C. USE OF FUNDS

Funds are awarded for a specifically-defined purpose — to provide an opportunity for existing Title V-funded population-based contractors to apply for a fifth year extension of project activities — and may not be used for any other project. TDH prohibits the use of Title V population-based project funds for

activities that can be billed on a Title V fee-for-service basis, e.g., individual health screens, immunizations, and case management services. Providers with fee-for-service contracts MUST bill all allowable services to their Title V fee-for-service contract. Additionally, Title V population-based funds may not be used to supplant local or state funds.

Subcontracts for services associated with the population-based project are subject to the general provisions, policies, and procedures of TDH — meaning that unless the subcontractor is a single-source provider, the subcontract for services goes through the TDH open bidding process.

Applicant responsibilities under this extension contract are:

To continue a project that will implement strategies consistent with National Healthy People 2010 objectives to improve the health status of a defined population of women and children.

To demonstrate how the project will address need(s) recognized as being important by local communities.

To demonstrate to TDH how the project will enhance the public health infrastructure.

To assure local community input into the project and ongoing participation and awareness by community members including consumers, providers, local business leaders and government officials, and public health regions.

\* Projects may request funding for the following purposes only:

To complete approved Work Plan activities or

To propose new goals, objectives or activities that are directly related to or that are a logical extension of the current, approved Work Plan.

\* All projects requesting 5<sup>th</sup> year funding will be required to:

Complete a project Five Year Report for years 1-5 that includes a project evaluation. [See Appendix B for Five Year Report Outline and Instructions.]

#### D. SCHEDULE OF EVENTS

|  |  |
|--|--|
| 1. Issuance of RFA .....   | 03/15/00                               |
| 2. Publication on TDH web site < <a href="http://www.tdh.state.us">http://www.tdh.state.us</a> >. .... | <i>[within a few days of issuance]</i> |
| 3. Deadline for Submission of Applications .....   | 04/19/00                               |
| 4. Written Notification to Selected Applicants .....   | 06/01/00                               |
| 5. Written Notification to All Applicants .....  | 06/01/00                               |
| 6. Contract Development & Execution .....  | 06/19/00-08/31/00                      |
| 7. Estimated Contract Begin Date .....   | 09/01/00                               |

#### E. PROGRAM CONTACTS FOR GETTING YOUR RFA QUESTIONS ANSWERED

For answers to questions about this RFA, contact the persons listed below. Other employees may not answer questions about the content of the RFA. By using the appropriate contact person, you will receive accurate and consistent information.

If you would like to have a written response to a question about the RFA, your written inquiry must be received by Zanette Hammonds via U.S. mail or E-mail no later than 5:00 p.m., Central Daylight Savings Time (C.D.T.), on April 3, 2000. The written responses will be made by E-mail on or before April 10, 2000.

General responses pertaining to all applicants will be distributed via E-mail to all current population-based project contractors. Responses to questions unique to an individual project will be provided via E-mail to the single requestor. TDH is the only entity that can decide whether a request is of general or specific nature.

The Contract Management Section (CMS) and Title V staff are the only offices authorized to clarify, modify, amend, alter, or withdraw the project requirements, terms, and conditions of the Title V population-based services RFAs and any contract awarded as a result of this RFA. The CMS is the sole point of contact for procurement and contractual matters relating to the Title V population-based activities described in the RFA.

CMS staff are responsible for answering questions regarding the budget, assurances, and contract development and award. Forward questions of that nature to:

**Debra F. Owens, Director**  
**Contract Management Section**  
**Bureau of Nutrition Services**  
**Texas Department of Health**  
**1100 W. 49<sup>th</sup> Street**  
**Austin, Texas 78756**

**Phone: (512) 458-7111, Ext. 2950**  
**Fax: (512) 458-7446**  
**E-mail:**  
**debra.owens@tdh.state.tx.us**

Questions concerning the narrative and work plan sections of the RFA must be addressed to:

**Zanette (Zane) Hammonds**  
**Title V Population-Based Coordinator**  
**Texas Department of Health**  
**1100 W. 49<sup>th</sup> Street**  
**Austin, Texas 78756**

**Phone: (512) 458-7111, Ext. 6445**  
**Fax: (512) 458-7443**  
**E-mail:**  
**zanette.hammonds@tdh.state.tx.us**

## II. APPLICATION DEADLINE AND SUBMISSION

### A. APPLICATION DEADLINE

The original and two copies of the application must be **received by** the TDH Contract Management Section (CMS) and two copies must be **received by** the appropriate Public Health Regional (PHR) Manager [see Section B.2. below for the addresses] on or before **04/19/00, 5:00 p.m. C.D.T.**

**APPLICATIONS RECEIVED AFTER THE APPLICATION DEADLINE  
SHALL NOT BE CONSIDERED FOR REVIEW**

### B. ASSEMBLY AND SUBMISSION

1. **Assembly.** To facilitate review and processing of the applications, each application should meet the following stylistic requirements:

- Hard copy format only (no electronic formats)

- Table of contents that follows this RFA's table of contents for the application forms

- Clear and consecutively numbered pages throughout the application, including attached documents (Failure to arrange the application as requested may result in disqualification of the application.)

- Omitted instruction pages, as indicated throughout the application forms in this RFA

- Unbound (original and all four copies described above)

- Typed (computer or typewriter)

- Single-spaced

- 12-point font on 8 1/2" x 11" paper with 1" margins

- Printed on one side only

**Please Note:** When modified formatting has been provided by TDH on the application forms, you may conform to those changes.

- Fully completed

- Signed in ink by an authorized official (copies need not bear an original signature)

- Submitted with the required number of copies to the indicated TDH central office staff and to the regional coordinators

The blank forms provided in **SECTION VII. BLANK APPLICATION FORMS AND INSTRUCTIONS** must be used (electronic reproduction of the forms is acceptable). Electronic versions of the application are available in WordPerfect 6.0 and Word 6.0 on the **TDH web site:** [<http://www.tdh.state.tx.us>](http://www.tdh.state.tx.us) After you get to the TDH homepage, go to "Funding," then to "Title V Population-Based Request for Applications, FY 2001." Copies may be downloaded and used for completing your application.

***Failure to arrange the application as requested may result in its disqualification.***



**2. Submission.**

The original application and two copies must be submitted to:

| TDH | Director       | Mailing Address  | Email Address                   | Phone   |
|-----|----------------|--|---------------------------------|---|
| CMS | Debra F. Owens | Texas Department of Health<br>Room M370<br>Attn: Contract Management Section<br>1100 W. 49 <sup>th</sup> Street<br>Austin, Texas 78756 | debra.owens@tdh.<br>state.tx.us | (512) 458-7111, Ext. 2950<br>FAX (512) 458-7446 |

Additionally, two copies of the application must be submitted to the appropriate Public Health Regional Manager at the address listed below:

| PHR  | PHR Manager       | Mailing Address  | Email Address                         | Phone                                |
|------|-------------------|--|---------------------------------------|--------------------------------------|
| 1    | Sheila Rhodes     | 1109 Kemper<br>Lubbock, TX 79403   | sheila.rhodes@tdh.<br>state.tx.us     | (806) 767-0407<br>FAX (806) 744-1942 |
| 2/3  | Sharon St. Clair  | 1290 South Willis Street<br>Abilene, TX 79608  | sharon.stclair@tdh.<br>state.tx.us    | (915) 690-4429                       |
| 4/5N | Patsy G. Tyner    | 1517 West Front Street<br>Tyler, TX 75702  | patsy.tyner@tdh.<br>state.tx.us       | (903) 533-5251<br>FAX (903) 533-5217 |
| 6/5S | Aftab N. Hashim   | 5425 Polk, Suite J<br>Houston, TX 77023  | aftab.hashim@tdh.<br>state.tx.us      | (713) 767-3023<br>FAX (713) 767-3049 |
| 7    | Pat Collins       | 2408 South 37 <sup>th</sup> Street<br>Temple, TX 76504-7168  | pat.collins@tdh.<br>state.tx.us       | (254) 778-6744<br>FAX (254) 778-4066 |
| 8    | Sharlene Prescott | 7430 Louis Pasteur Drive<br>San Antonio, TX 78229  | sharlene.prescott@tdh.<br>state.tx.us | (210) 949-2000                       |
| 9/10 | Mary Lou Morales  | P. O. Box 9428<br>El Paso, TX 79995-9428<br>5060 Gateway East, Suite 401<br>El Paso, TX 79905-9428 | marylou.morales@tdh.<br>state.tx.us   | (915) 774-6247<br>FAX (915) 774-6280 |
| 11   | Cecilia Garza     | 601 West Sesame Drive<br>Harlingen, TX 78550   | cecilia.garza@tdh.<br>state.tx.us     | (956) 423-0130                       |

TDH will not accept applications by facsimile transmission or by E-mail.

**Applications must be received by the TDH staff in Debra Owens' office at or before 5:00 p.m. C.D.T. on April 19, 2000, the application deadline.** We will not accept applications received after that date and time, even though they may be postmarked prior to that time.

If you plan to mail your application, it is advisable to use **Overnight Mail Delivery** to ensure receipt by 5:00 p.m., C.D.T., April 19, 2000. Please do not use Certified Mail, because it only slows down and further delays delivery.

If an application is **hand-delivered** to the TDH address above, be sure to request a receipt at the time of delivery to verify that the application was received by the appropriate program at or before 5:00 p.m. C.D.T. on April 19, 2000.

If an application is **mailed**, it will be considered as meeting the deadline only if it is received by TDH staff in Debra Owens' office at or before 5:00 p.m. C.D.T. on April 19, 2000.

### III. PROGRAM INFORMATION

#### A. GENERAL PURPOSE AND PROGRAM GOALS

The goals of the Title V Population-Based Program focus on maternal and child health. Those goals are: 1) to address local health needs; 2) to build the local public health infrastructure; and 3) to improve the health status of women, children and families. Funds are to be used for population-based services provided at the community level and addressing disease prevention; health promotion; statewide outreach; and development, improvement, and maintained integration of health care services systems. Activities may include: projects to educate and empower women, children, and their families relative to positive health practices; surveys to define more accurately local health status issues, needs, or priorities for planning and implementing community-based interventions; development of professional or volunteer groups to address specific community needs; training and technical assistance to professionals, paraprofessionals, volunteers, and other community members to support local health initiatives; toll-free information and referral lines; patient education through mass media campaigns; and applied research.

#### B. BACKGROUND

The Title V Population-Based Program is in an initial developmental stage, having first offered funding for its projects for FY 1997 when communities competed for three-year contracts to provide population-based and/or infrastructure-building services within their localities. Thirty-two projects are being run as pilots that focus on disease prevention, health promotion, and community outreach. Services differ greatly from community to community based on local needs and resources. TDH regional and central office staffs provide consultative and facilitative services to the local contractors in implementing their projects. The program is focused on maternal and child health and does not include projects for children-with-special-health-care-needs issues at this time.

#### C. PROGRAM LEGAL AUTHORITY

The legal authority for the Title V Population-Based Program is the Social Security Act, Title V, Maternal and Child Health Services Block Grant.

#### D. PROJECT DEVELOPMENT

All applicants are urged to discuss their interests and ideas for continuing their projects early in the planning stage with state, regional, and local planning agencies and/or health departments. Community support should be assured by providing opportunities for public and private participation in the planning and development phases.

#### E. PROGRAM REQUIREMENTS

All selected applicants will be required to conduct project activities in accordance with relevant portions of the TDH document, Quality Care: Client Services Standards for Public Health and Community Clinics. To obtain a copy of Quality Care: Client Services Standards for Public Health and Community Clinics, contact the TDH Program at the address or telephone number listed in the Program Contacts section of this RFA or contact TDH Community Health Nursing at (512) 457-7773.

## IV. APPLICATION CONTENT

### A. CONFIDENTIAL INFORMATION

The applicant must clearly designate any portion(s) of this application that contains confidential information and state the reasons the information should be designated as such. Marking the entire application as confidential shall neither be accepted nor honored. If any information is marked as confidential in the application, TDH shall determine whether the requested information is excepted from disclosure under the Public Information Act, Texas Government Code, Chapter 552, VTCA. If it constitutes an exception and if a request is made by any person or entity for the information marked as confidential, the information shall be forwarded to the Texas Attorney General along with a request for a ruling on its confidentiality. The Attorney General's procedure includes obtaining input from the applicant. Applicants are advised to consult with their legal counsel regarding disclosure issues and to take the appropriate precautions to safeguard trade secrets or any other confidential information. Following the award of any contract, applications to this RFA are subject to release as public information unless any application or specific parts of any application can be shown to be exempt from disclosure under the Public Information Act, Chapter 552, Texas Government Code.

### B. FACE PAGE — APPLICATION FOR FINANCIAL ASSISTANCE

This form requests current basic information about the applicant and the project, including the signature of the authorized representative. The face page is the cover page of the application and must be completed in its entirety. Signature affirms that the facts contained in the applicant's response are truthful and that the applicant is in compliance with the assurances and certifications contained in this RFA and acknowledges that continued compliance is a condition for the award or continuation of a contract. Evidence of a person's authority to represent and sign for the applicant must be on file in the applicant's headquarters.

### C. CONTACT PERSON INFORMATION

This form provides information to TDH about the appropriate contact persons in the applicant's organization.

### D. PROGRESS REPORT, WORK PLAN, AND PERFORMANCE MEASURES

1. Four-Year Progress Report
2. Year 5 Work Plan and Performance Measures

[See specific instructions for this component in **Section VII. BLANK APPLICATION FORMS AND INSTRUCTION** of this RFA. **The requirements below will be met through the timely and accurate completion and submission of the FY2001 Work Plan.**]

**Work Plan Requirements.** The applicant should describe its plan for service delivery to the population in the proposed service area(s) and include time lines for accomplishments. The plan should address the needs and the problems identified on a continual basis in the community assessment for improving health status. The plan should:

- (1) summarize the proposed services, population to be served, location, etc.;
- (2) describe who will deliver services and how services will be delivered;
- (3) describe how data is collected and tabulated; who will be responsible for data collection and reporting; and how often data collection activities will occur;
- (4) describe the Quality Assurance plan and processes that will enable you to meet standards and expectations;
- (5) describe coordination with the other health and human services providers in the service area(s) and delineate how duplication of services will be avoided;
- (6) describe your ability to provide services to culturally diverse populations (e.g., language translation, compliance with ADA requirements, and other means to ensure accessibility for the defined population); and
- (7) describe problems encountered during the past year.

#### **Performance Measure Requirements.**

*Applicant agrees that in the event a contract is awarded, performance measure(s) will be used to assess, in part, the applicant's effectiveness in providing the services described.*

*Applicants shall write performance measures for project objectives and propose target levels of performance for each measure. The proposed measures and levels of performance will be negotiated and agreed upon by applicant and TDH if applicant is selected to negotiate a contract.*

*Performance measures must be specific, measurable, time-phased, and feasible. Performance measures quantify program outcomes and outputs, the number of such outputs to be performed, and the efficiency with which they will be performed. Performance measures also define the applicant's obligations in order to meet their contract requirements.*

*Performance measures are defined as outcome, output, efficiency, and explanatory measures. A well-written measure will include the following components: who will deliver the service(s) and their qualifications (as appropriate); a deliverable (a product or service and how much); schedule/time frame; and a standard of performance. The following table provides a guide for developing the different types performance measures:*

| <b>Type</b>              | <b>Measure</b>   | <b>Example</b>   |
|--------------------------|--|--|
| <i>Outcome</i>           | <i>measures the actual impact or public benefit of an entity's actions</i>                             | <i>% of clients rehabilitated<br/>% of entities in compliance with requirements<br/>% of licensees with validated complaints</i>       |
| <i>Output or process</i> | <i>counts the goods/services provided</i>  | <i># of clients served<br/># of inspections conducted<br/># of applications processed</i>  |
| <i>Efficiency</i>        | <i>measures the cost, unit cost, or productivity associated with a given outcome or output</i>         | <i>average cost per client served<br/>average cost per inspection<br/>average time to process application</i>                          |
| <i>Explanatory</i>       | <i>shows the resources used to produce services and display factors that affect entity performance</i> | <i># of clients eligible for services<br/># of entities subject to inspection or regulation<br/># of license applications received</i> |

**V. FINANCIAL INFORMATION****Budget.**

An accurate budget plan is essential in order to achieve the performance measures and work plan activities established in the narrative portion of the application, which includes the work plan templates. All applicants must fully complete the budget summary form and each detailed budget category form. It is essential that the narrative justification be provided on each detailed budget category form for the budget request, and that justification should clearly describe the application of the requested funds. When no funds are requested for a particular budget category, submit the form but enter "N/A" on the form to indicate that no funds are requested in that category.

Definitions of the cost categories and instructions for the forms are provided in **SECTION VII. BLANK APPLICATION FORMS AND INSTRUCTIONS**. Be sure to refer to **SECTION I. Item C. Use of Funds** for program-specific allowable and unallowable costs.

## VI. OTHER REQUIRED FORMS AND DOCUMENTATION

Only the HUB and the Disclosure of Lobbying Activities forms described in this section will be found in **SECTION IV. ASSURANCES NOT IN COMBINED RFA SECTION**. These two forms must be completed and returned with each application for funds from this consolidated packet of requests-for-application/proposal from the Associateship for Community Health and Resources Development. The other required forms described below will be found in the consolidated packet.

### A. HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS).

In accordance with Texas Government Code, Chapter 2161 and 1 Texas Administrative Code (TAC), Sections 111.11-111.24, state agencies are required to make a good faith effort to assist HUBs in receiving contract awards issued by the state. The goal is to promote full and equal business opportunity for all businesses in contracting with the state. It is the intent of TDH that all TDH contractors make a good faith effort to subcontract with HUBs during the performance of the contract and to report their HUB subcontract activity to TDH on a quarterly basis.

If an application request will exceed \$100,000, there are specific good faith effort requirements that an applicant **must comply with as a condition of receiving a TDH contract award**. Copies of the applicable sections of TAC are available upon request.

Included in **SECTION VII. BLANK APPLICATION FORMS AND INSTRUCTIONS** is TDH's "Good Faith Effort Program/Client Services Form," as well as the quarterly reporting forms that are required if there are HUB subcontracting opportunities. The TDH HUB Program will review the required documentation and make any necessary follow-up contact with applicants. All questions concerning HUBs and TDH's HUB Program should be directed to the TDH HUB Office Coordinator at 1-800-243-7487.

### B. CHILD SUPPORT REGULATIONS.

If the applicant is an individual or a for-profit organization, a Child Support Certification must be completed. The form requires the name and social security number of the individual or sole proprietor, or each partner, shareholder, or owner with an ownership interest of at least 25 percent, and certifications and acknowledgment of responsibilities regarding delinquent child support obligor(s) as specified by Section 231.006, Family Code.

### C. DISCLOSURE OF LOBBYING ACTIVITIES.

If application request exceeds \$100,000, this form must be completed to disclose lobbying activities pursuant to 31 U.S.C. § Section 1352.

**D. NONPROFIT BOARD OF DIRECTORS AND EXECUTIVE DIRECTOR ASSURANCES FORM.**

If the applicant is a nonprofit organization, this form must be completed (state or other governmental agencies are not required to complete the form). The purpose of the form is to inform nonprofit board members and officers of the responsibilities and administrative oversight requirements of nonprofit applicants intending to or contracting with TDH. If an originally signed form has been filed with TDH during the calendar year, a copy is acceptable.

**E. ADMINISTRATIVE INFORMATION FORM.**

The administrative information form requests information regarding identification and contract history about the applicant, executive management, project management, governing board members, and/or principal officers. Attach all required supplemental documents behind this form.

**F. TDH ASSURANCES AND CERTIFICATIONS.**

These are assurances and certifications required by federal/state law and TDH policy. The signature on the Face Page Form affirms that applicant is in compliance with the assurances and certifications contained in this RFA and acknowledges that continued compliance is a condition for the award or continuation of a contract.

**G. PROGRAM ASSURANCES AND REQUIREMENTS.**

Program rules and regulations are included in the Program Assurances Form.

**VII. BLANK APPLICATION FORMS  
AND INSTRUCTIONS**



**Texas Department of Health**  
**Face Page — Application for Financial Assistance**

|  |                             |
|--|-----------------------------|
| <b>1. APPLICANT INFORMATION</b>  |                             |
| 1A. Legal Name:  |                             |
| 1B. Address (include Street & Mailing Addresses, City, County, State and Zip Code):  |                             |
| 1C. PAYEE Name and Mailing Address (if different from Applicant):  |                             |
| 1D. Employer Identification No. or State of Texas Comptroller Vendor Identification No. (14 digit):  |                             |
| 1E. Applicant's Legal Authority to Contract:   |                             |
| <b>2. TYPE OF ENTITY</b> (enter appropriate letter in space):_____ If response is F. or G., is entity a HUB? Yes/No _____<br>A. City E. Nonprofit Organization* I. Other (specify) _____<br>B. County F. Individual<br>C. Other Political Subdivision G. For Profit Organization*<br>D. State Agency H. State Controlled Institution of Higher Learning<br><br>* If incorporated, provide 10-digit charter number assigned by the Secretary of State _____   |                             |
| <b>3. PROPOSED PROJECT PERIOD:</b> Start Date _____ End Date_____  |                             |
| <b>4. COUNTIES AFFECTED BY PROJECT:</b>  |                             |
| <b>5. AMOUNT OF FUNDING REQUEST:</b>   |                             |
| <b>6. The facts affirmed by me in this application are truthful, and I warrant that the applicant is in compliance with the assurances and certifications contained in this RFA. I understand that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award or continuation of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.</b> |                             |
| 6A. Typed Name & Title of Authorized Representative  | 6B. Telephone Number<br>( ) |
| 6C. Signature of Authorized Representative   | 6D. Date                    |

**DO NOT INCLUDE THIS PAGE IN THE APPLICATION YOU RETURN TO TDH**

**Face Page — Application for Financial Assistance  
Instructions**

This form provides information about the applicant and the proposed project with the Texas Department of Health (TDH). It is required to be completed and returned with the applicant's response to TDH's Request for Application. Please follow the instructions below to complete the face page form.

**1. APPLICANT INFORMATION**

- 1A. Enter the legal name of the applicant.
- 1B. Enter the applicant's complete street and mailing addresses, city, county, state, and zip code.
- 1C. Enter the PAYEE's name and mailing address if PAYEE is different from the applicant. The PAYEE is the corporation, entity or vendor who will be receiving payments.
- 1D. Enter the Federal Tax Identification Number (9-digits) or the Vendor Identification Number assigned by the State of Texas Comptroller (14-digits).
- 1E. Enter applicant's legal authority to contract. Examples of legal authority to contract include: 501(c)(3), Board resolution, letter of authority, sole proprietorship, partnership, statutory citation for a governmental entity (health department, local government, state agency, school district).

**2. TYPE OF ENTITY**

The type of entity is defined by the Secretary of State and/or the Texas State Comptroller. Enter the appropriate letter in the box provided. If the response is F. Individual or G. For Profit, applicant must also respond to the question is the entity a HUB (historically underutilized business)? HUB is defined as a corporation, sole proprietorship, or joint venture formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who have been historically underutilized (socially disadvantaged) because of their identification as members of certain groups: Black American, Hispanic American, Asian Pacific American, Native American, and Women. The HUB must be certified by the General Services Commission or another entity.

If a Non-Profit Corporation or For-Profit Corporation, provide the 10-digit charter number assigned by the Secretary of State.

**3. PROPOSED PROJECT PERIOD**

Enter project period for this application. For purposes of this form, the project period is defined as the period of time to be funded by a TDH contract.

**4. COUNTIES AFFECTED BY PROJECT**

List the counties that are affected by the project.

**5. AMOUNT OF FUNDING REQUEST**

Enter the amount requested from TDH for the proposed budget period. For purposes of this form, the budget period is defined as the period of time to be funded by a TDH contract.

**6. NOTE: Keep on file at the applicant's headquarters evidence of the person's authority to represent and sign for the applicant.**

- 6A. Type in the name and title of the person authorized to represent the applicant.
- 6B. Enter the area code and telephone number of the person authorized to represent the applicant.
- 6C. The person authorized to represent the applicant must sign in this block.
- 6D. Enter the date the person authorized to represent the applicant signed this form.

**CONTACT PERSON INFORMATION**

Legal Name of Applicant: \_\_\_\_\_

Project Title: \_\_\_\_\_

The purpose of this form is to provide information to TDH about the appropriate contact person in the applicant's organization. Please type in complete information about each person authorized to perform the following responsibilities. If any of the following information changes during the term of the contract, please notify the Vendor Coordinator, Grants Management Division, TDH, and the Population-Based Program Coordinator, Associateship for Community Health and Resources Development, TDH.

**Name of Applicant's Authorized Representative:**

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*Street or P.O. Box, if different from address on Form Face Sheet; City; & Zip*

E-Mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

**Name of Project Coordinator:**

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*Street or P.O. Box, if different from address on Form Face Sheet; City; & Zip*

E-Mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

**Name of Contact Person Regarding this Application:**

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*Street or P.O. Box, if different from address on Form Face Sheet; City; & Zip*

E-Mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

**Name of Financial Officer:**

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*Street or P.O. Box, if different from address on Form Face Sheet; City; & Zip*

E-Mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

**Name of Person Responsible for Project Quality Assurance (if applicable):**

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
*Street or P.O. Box, if different from address on Form Face Sheet; City; & Zip*

E-Mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ FAX: \_\_\_\_\_

## APPLICATION CHECKLIST

Legal Name of Applicant \_\_\_\_\_

**INSTRUCTIONS:** This checklist must be completed and submitted with the original application. The checklist is provided to ensure that: (1) the application is complete, proper signatures are included, and the required assurances, certifications and attachments have been submitted; (2) the application is formatted and submitted properly; and (3) confidential information is clearly marked in the application and reasons the information should be kept confidential are stated.

Included    N/A

### APPLICATION CONTENT

- |   |       |       |
|---|-------|-------|
| A. Face Page is completed, and proper signature and date are included.                | _____ | _____ |
| B. Application Checklist is completed and attached to original application.           | _____ | _____ |
| C. Contact Person Information is completed and attached.                              | _____ | _____ |
| D. Four-Year Progress Report is completed and attached.                               | _____ | _____ |
| E. Year 5 Work Plan is completed and attached.  | _____ | _____ |
| F. Budget:  |       |       |
| 1. Funding Information Form is complete.  | _____ | _____ |
| 2. Budget Summary Form (for use with cost reimbursement) is complete.                 | _____ | _____ |
| 3. Budget Category Detail Forms (for use with cost reimbursement) are included.       | _____ | _____ |
| 4. Copy of most recently approved indirect cost agreement is attached, if applicable. | _____ | _____ |
| G. Other Required Forms and Documentation are attached and signed.                    |       |       |
| 1. Historically Underutilized Businesses [HUBs]                                       | _____ | _____ |
| 2. Child Support Regulations  | _____ | _____ |
| 3. Disclosure of Lobbying Activities  | _____ | _____ |
| 4. Nonprofit Board of Directors and Executive Director Assurances Form                | _____ | _____ |
| 5. Administrative Information Form  | _____ | _____ |
| 6. TDH Assurances and Certifications  | _____ | _____ |
| 7. Program Assurances and Certifications  | _____ | _____ |

### FORMATTING, ASSEMBLY AND SUBMISSION

- |   |       |       |
|---|-------|-------|
| A. Table of contents follows RFA table of contents for the application forms.   | _____ | _____ |
| B. Pages are numbered clearly and consecutively throughout the application.   | _____ | _____ |
| C. Attached documents are numbered clearly and consecutively, beginning after the last number in the narrative.<br><i>(Failure to arrange the application as requested may result in disqualification of the application.)</i>  | _____ | _____ |
| D. Instruction pages in the RFA are omitted in the application, as indicated throughout the application forms in this RFA..   | _____ | _____ |
| E. Original and all four copies are unbound, typed (computer or typewriter), single-spaced, in 12-point font on 8 1/2" x 11" paper with 1" margins, and printed on one side only .<br><i>(You should conform to formatting modified in the application forms, e.g., work plan templates.)</i> | _____ | _____ |
| F. Application is fully completed .   | _____ | _____ |
| G. Application is signed in ink by an authorized official .<br><i>(Copies need not bear an original signature.)</i>   | _____ | _____ |
| H. The required number of copies are submitted to the indicated TDH central office and to regional coordinators.  | _____ | _____ |

Confidential information is clearly marked in the application  
and reasons the information should be kept confidential are stated.

\_\_\_\_\_

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# FY 2001 POPULATION-BASED PROJECT APPLICATION

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**Organization:** \_\_\_\_\_

*[Please enter your organization's name on the header of each page of this application; if you have more than one population-based contract, also enter the project name on each page.]*

**Project Name:** \_\_\_\_\_

## I. FOUR-YEAR PROGRESS REPORT

Each project has multiple and simultaneously held focal points, each with the primary goal of improving the health status of women, children, and families by addressing local health needs and by building the local public health infrastructure. It is important to understand the characteristics of the people with whom we work and the resources at hand for addressing their needs. Therefore, we want to learn about your intervention's target population (their social, educational and/or behavioral needs relative to this intervention); their health needs targeted by this intervention; the development of local health infrastructure to address those needs in effective, efficient, and culturally competent ways; and the various techniques used to address the population's learning needs, their health needs, and the community's networking/system-development needs.

### A. PROJECT PURPOSE/OVERVIEW

Provide a summary of major project activities for years 1-4. **COMPLETE ALL SUBSECTIONS.**

**1. Summarize the project's PURPOSE/OVERVIEW relative to each concept (a-c) listed below. Each concept should reveal a different perspective about the project.**

**a) target population's social/educational/behavioral needs —**

**b) local health needs identified and addressed —**

**c) local public health infrastructure needs identified and addressed —**

## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

**2. Summarize major METHODS/INTERVENTIONS that address needs associated with each concept (a-c) below. Each subsection (a-c) should provide a different perspective about the project.**

**a) target population's social/educational/behavioral needs —**

**b) local health needs identified and addressed —**

**c) local public health infrastructure needs identified and addressed —**

**3. Complete the following table with applicable health status indicator data from your project.**

Before beginning, review the definitions for "health status objective" and "health status indicator" in

**APPENDIX D.** [Enter the Objective in column 1; give its baseline data and year in column 2, your projected change for that indicator in column 3, and the most recent data in the last column. Add more rows if needed.]

| Health Status Objective  | Health Status Indicators     |                               |                 |
|--|------------------------------|-------------------------------|-----------------|
|  | Baseline/Yr                  | Projected/Yr                  | Most Recent/Yr  |
| <i>Examples from FY 2000 contractor application:</i>   |                              |                               |                 |
| Reduce teen pregnancy, ages 15-18, to no more than 50/1000. (Healthy People 2000, 5.1)   | 24/1000 in 1995              | 10/1000 in 2010               | 20/1000 in 1998 |
| Increase immunization rates to 95% for students in licensed day care facilities and schools, grades K-12. (Healthy Texans 2000, 20.11) | 87% in 1995 (average of all) | 95% by end of 1999 (12/31/99) | 95% by 2/99     |
| NOTE: These statistics are approximate numbers from local physicians [from a small, rural community].                                  |                              |                               |                 |

## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

| Health Status Objective | Health Status Indicators |              |                |
|-------------------------|--------------------------|--------------|----------------|
|                         | Baseline/Yr              | Projected/Yr | Most Recent/Yr |
|                         |                          |              |                |
|                         |                          |              |                |
|                         |                          |              |                |
|                         |                          |              |                |
|                         |                          |              |                |
|                         |                          |              |                |
|                         |                          |              |                |

[The intent of the example is to show the amount of detail that is expected; for this purpose, the accuracy of the data provided in the example is not being verified by TDH staff.]

## B. PROJECT ACCOMPLISHMENTS AND FINDINGS

Provide a summary of major project products, accomplishments, and findings for years 1-4.

### 1.a. Major Products Used or Developed

Provide a title or name and brief description of each product developed by the project (e.g., presentations, training materials, by-laws, brochures). Be sure to state each product's purpose in your project. [Add more rows if needed.]

| Products DEVELOPED by Project       |  |
|-------------------------------------|--|
| Title or Name                       | Brief Description  |
| <i>Examples:</i>                    |  |
| "Hot Sack Gamble"                   | 20 poker chips placed in paper bag (8 blue = STD, 8 white = nothing, 4 red = pregnancy). Students draw from bag to represent sexual intercourse, and its consequences. Each may refuse an opportunity, indicating abstinence. After 5 turns, chips are assessed revealing that a person CAN get pregnant or STDs first time; the more sex, the higher probability of pregnancy or infection. |
| "Children of Children" radio series | Packet containing 1 audio tape, black & white poster, written transcript of each segment, community resource list, facilitator questions, and teen pregnancy and birth data by school district, all designed to enhance and increase community dialogue about the issue of teen pregnancy.   |
|                                     |  |
|                                     |  |
|                                     |  |
|                                     |  |
|                                     |  |

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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### 1.b. Commercially Available or Public Domain Materials

Provide a title, citation, and brief description of the product's purpose for all commercially available or public domain materials that were obtained, used intact, and/or adapted by the project (e.g., "Rites of Passage" Program for adolescent boys; IT TAKES TWO and "Taking A.I.M." adolescent curricula; Girls, Inc. Sexuality Education Curriculum). [Add more rows if needed.]

| Products USED/ADAPTED by Project  |                     |  |
|---|---------------------|--|
| Product Title   | Citation/Source     | Brief Description  |
| <i>Examples:</i>  |                     |  |
| "Growing Together," "Will Power/Won't Power," and "Taking Care of Business" | Girls, Incorporated | Sexuality education curriculum for girls, ages 9-11, 12-14, & 15-18, & parents |
| "Comenzando Bien"   | March of Dimes      | Prenatal education program designed for Hispanic women                         |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |
|   |                     |  |

### 2. Project Accomplishments and Findings

The purpose of this section is to list major accomplishments and to share what you have gained in terms of "lessons learned" and "best practices." Complete each of the three tables below using these guides for providing the information requested:

**"Description" row:** Define with a few key words the target population (from the perspective of their social, educational and/or behavioral needs relative to this intervention), local health care need, and local health care infrastructure need, as indicated in each table.

**"Accomplishments" row:** List major project accomplishments for Years 1-4 relative to each concept — population's social/educational need, health need, and infrastructure need.

**"Lessons Learned" row:** Think about the methods/interventions you have used in your project, and make judgments about things that did not work or did not work very well in addressing your project goals. What methods did not work or were ineffective regarding how you communicated with your target population, how you attempted to address local health needs, and how you attempted to build or extend the local public health infrastructure (i.e., what changes were you attempting to make and why were they unsuccessful?).

**"Best Practices" row:** Think about the methods/interventions you have used in your project, and make judgments about things that led to success in changing behaviors of the target population, addressing local health care needs, and building or extending the local public health infrastructure. State why you think these practices were successful.



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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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Be sure to complete EACH subsection [(a), (b), & (c)]below.

### 2.a. TARGET POPULATION'S SOCIAL/EDUCATIONAL/BEHAVIORAL NEEDS

[If you address more than one target population, copy and complete this table for each.]

|   |
|---|
| <b>Description — Target Population:</b> |
| <b>Accomplishments:</b>                 |
| <b>Lessons Learned:</b>                 |
| <b>Best Practices:</b>                  |

### 2.b. LOCAL HEALTH NEED

[If you address more than one local health need, copy and complete this table for each.]

|   |
|---|
| <b>Description — Local Health Need:</b> |
| <b>Accomplishments:</b>                 |
| <b>Lessons Learned:</b>                 |
| <b>Best Practices:</b>                  |

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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### 2.c. LOCAL PUBLIC HEALTH INFRASTRUCTURE NEED

[If you address more than one public health infrastructure need, copy and complete this table for each.]

|   |
|---|
| <b>Description — Local Public Health Infrastructure Need:</b> |
| <b>Accomplishments:</b>                                       |
| <b>Lessons Learned:</b>                                       |
| <b>Best Practices:</b>  |

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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### C. POPULATION-BASED PROGRAM RECOMMENDATIONS

[*OPTIONAL RESPONSE* to be used for program development for FY 2002 and beyond  
— your help is greatly appreciated.]

- 1.a. Based on what you have learned since Year 1 of your project, what general recommendations do you have for a future Title V population-based/infrastructure-building RFA? Provide reasoning behind your recommendations, and please limit your response to 125 words.
- 1.b. Based on what you have learned since Year 1 of your project, what topics and intervention methods would you recommend for emphasis in a future Title V population-based/infrastructure-building RFA? Provide reasoning behind your recommendations, and please limit your response to 125 words.

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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- 1.c. Many contractors have lapsed contract funding during each of the 4 years of their projects. What can be done in future Title V population-based/infrastructure-building RFAs to prevent this from happening so consistently? Provide reasoning behind your recommendations, and please limit your response to 125 words.

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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### II. YEAR 5 WORK PLAN

Based on your project's accomplishments and findings outlined in the Progress Report, complete a Year 5 project Abstract and Work Plan. Year 5 projects are continuations. They may involve completion of previously approved Work Plan activities or new goals, objectives, and activities that are directly related to or logical extensions of the currently approved Work Plan. Examples of what might be typical of a Year 5 Work Plan include: to continue current activities applying best practices; to use best practices to address a related local health need; to apply best practices to another maternal and child health population or issue; or to use a combination of these activities.

**Work Plan Requirements.** The applicant should describe its plan for service delivery to the population in the proposed service area(s) and include time lines for accomplishments. The plan should address the needs and the problems identified on a continual basis in the community assessment for improving health status. The plan should:

- (1) summarize the proposed services, population to be served, location, etc.;
- (2) describe who will deliver services and how services will be delivered;
- (3) describe how data is collected and tabulated; who will be responsible for data collection and reporting; and how often data collection activities will occur;
- (4) describe the Quality Assurance plan and processes that will enable you to meet standards and expectations;
- (5) describe coordination with the other health and human services providers in the service area(s) and delineate how duplication of services will be avoided;
- (6) describe your ability to provide services to culturally diverse populations (e.g., language translation, compliance with ADA requirements, and other means to ensure accessibility for the defined population); and
- (7) describe problems encountered during the past year. [This latter point should have been addressed in the Progress Report.]

The work plan template is designed to incorporate performance measure requirements for each activity. Refer to **Section II, D, Progress Report, Work Plan, and Performance Measures** in this RFA for descriptions and examples of the kinds of detail expected in your work plan's performance measures.

#### A. ABSTRACT OF YEAR 5 PROPOSAL

Complete an Abstract below (no more than 250 words) summarizing major goals, objectives, and anticipated impact of your project on the target population and your community. Be complete and concise in stating the purpose, the ways you plan to accomplish your goals, and the expected outcomes/impact.

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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

**Organization:** \_\_\_\_\_

**PHR:** \_\_\_\_\_

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**ABSTRACT OF YEAR 5 PROPOSAL (cont.)**

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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

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Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**B. YEAR 5 WORK PLAN****1. Goal for Evaluation and Five Year Report**

One goal is required for the 5<sup>th</sup> year of your project — to complete a Five-Year Report for the entire project. This goal consists of two parts: (1) conducting an evaluation of the entire project and (2) producing a final project report that includes evaluation and project findings. Fill in the detail for this goal with your objectives and the activities you plan to use to evaluate and report on your work. **NOTE: All Five-Year Reports should include activities through 8/31/01. All Five-Year Reports are due to TDH by 9/30/01.** [Refer to **APPENDIX E** for Five-Year Report Outline and Five-Year Report Instructions and to **APPENDIX F** for an example of a Work Plan.]

**EVALUATION AND FIVE-YEAR REPORT**

|  |                   |                             |
|--|-------------------|-----------------------------|
| <b>GOAL 1: To submit a project Five-Year Report, which includes a project summary evaluation (findings) and recommendations.</b> |                   |                             |
| <b>Health Status Objective(s):</b> [List all project health status objectives here.]   |                   |                             |
|  | <b>Start Date</b> | <b>Completion Date</b>      |
| <b>Objective 1.1:</b> Complete a Five-Year Report that meets requirements listed in <b>APPENDIX E.</b>                           | <b>9/1/00</b>     | <b>DUE DATE<br/>9/30/01</b> |
| <b>Activity 1.1.1</b> [ <i>Use numbering process demonstrated in APPENDIX G.</i> ]   |                   |                             |
| <b>Output Measure(s):</b>  |                   |                             |
| <b>Monitoring:</b>   |                   |                             |
| <b>Evaluation:</b>   |                   |                             |
| <b>Responsible Staff:</b>  |                   |                             |

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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### 2. Work Plan for Year 5 Project Activities

Complete the following Work Plan to address the additional goals, objectives, and activities proposed for FY 2001. Use the example of a Work Plan in **APPENDIX F** to guide your process, and use the numbering system described in Appendix D for consistency.

#### YEAR 5 WORK PLAN

|   |                   |                        |
|---|-------------------|------------------------|
| <b>GOAL 2:</b>  |                   |                        |
| <b>Health Status Objective(s):</b> (List the Health Status Objective(s) that pertains to this goal, e.g., Healthy People 2010, Pan American, Healthy Texans, and include the reference citation with each objective.) |                   |                        |
|   | <b>Start Date</b> | <b>Completion Date</b> |
| <b>Objective 2.1:</b>   |                   |                        |
| <b>Activity 2.1.1</b>   |                   |                        |
| <b>Output Measure(s):</b>   |                   |                        |
| <b>Monitoring:</b>  |                   |                        |
| <b>Evaluation:</b>  |                   |                        |
| <b>Responsible Staff:</b>   |                   |                        |



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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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|  |                   |                        |
|--|-------------------|------------------------|
| <b>GOAL ____:</b> <i>[When the goal is the same as the one before, there is no need to repeat it.]</i> |                   |                        |
|  | <b>Start Date</b> | <b>Completion Date</b> |
| <b>Objective ____:</b>   |                   |                        |
| <b>Activity ____:</b>  |                   |                        |
| <b>Output Measure(s):</b>  |                   |                        |
| <b>Monitoring:</b>   |                   |                        |
| <b>Evaluation:</b>   |                   |                        |
| <b>Responsible Staff:</b>  |                   |                        |

Copy and fill in the format as often as needed in order to include all the goals, objectives, and activities of your currently approved Work Plan.

## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_ PHR: \_\_\_\_\_

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### III. BUDGET

**DO NOT INCLUDE THIS AND NEXT 2 PAGES IN THE APPLICATION YOU RETURN TO TDH**  
**— Start this section with the Funding Information Form**

A detailed list of what may be included in each budget line item category follows the budget forms in this section. *Be sure to read this section very carefully in order to avoid making errors.*

#### A. APPLICATION REQUIREMENTS

The application **MUST** include a detailed breakdown of budget cost categories and a narrative justification. Details of each cost category shall be expressed using the budget category detail forms which follow. Definitions of the cost categories and instructions and examples of how to itemize the contents of each cost category are included after the budget category detail forms. The budget narrative shall explain and justify the proposed budget request. The budget category detail forms have space for a narrative; however, if more space is needed, attach additional sheets of paper to the respective budget category detail form. Computer generated facsimiles may be substituted for any of the forms; however, the exact wording and format must be maintained.

★★ **The budget should include funds to maintain E-mail capacity and Internet connectivity for the Project Director.**

#### B. ALLOWABLE AND UNALLOWABLE COSTS

Below is a brief listing of allowable and unallowable costs as prescribed by federal cost principles or TDH policy. Applicable federal cost principles provide additional information and guidance on allowable and unallowable costs. In addition, see **SECTION I, E, USE OF FUNDS** for allowable and unallowable costs specific to this RFA.

**Allowable costs**, in accordance with federal cost principles, meet the following criteria:

- It is necessary and reasonable for proper and efficient administration of the funded program;
- It can be allocated to the funded program and is not a general expense needed to carry out the contractor's general responsibilities;
- It is authorized or is not prohibited under applicable laws or regulations;
- It conforms to applicable limitations or exclusions;
- It is consistent with applicable policies and procedures;
- It is treated consistently through the application of generally accepted accounting principles appropriate to the circumstances;
- It is not allocated or included as a cost of any other program; and
- It is the net sum of all applicable credits.

## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_ PHR: \_\_\_\_\_

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**Unallowable costs**, i.e., costs that may not be paid with TDH funds include, but are not limited to:

- Advertising and public relations costs other than those specifically allowed by terms of the contract attachment or those incurred for the purpose of personnel recruitment, solicitation of bids and disposal of surplus materials;
- Bad debts;
- Construction is not allowed without the prior written approval of TDH;
- Contingency reserve funds;
- Contributions and donations;
- Entertainment costs including amusement/social activities and their related costs (meals, beverages, lodgings, rentals, transportation, and gratuities) are not allowed unless the costs are directly related to the program's purpose and TDH has reviewed and issued prior written approval of the work plan components that relate to entertainment costs;
- Fines, penalties, late payment fees, bank overdraft charges;
- Fundraising;
- Interest (unless specifically authorized by applicable cost principles or authorized by federal or state legislation);
- Lobbying.

### **Direct Costs**

Direct costs are those that can be specifically identified with a particular award, project, service, scope of work or other direct objective of an organization. These costs may be charged directly to the TDH contract attachment (if applicant is awarded a contract). These costs may also be charged to cost objectives used to accumulate all costs pending distribution to specific contracts and other purposes. Direct cost categories include: personnel, fringe benefits, travel, equipment, supplies, contractual, and other.

### **Indirect Costs**

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The amount of indirect costs that may be charged to any resulting TDH contract attachment is determined by negotiation and will be defined in the contract budget attachment.

### **Audit Requirements**

If required by OMB Circular A-133 and/or UGMS, applicant or applicant's authorized contracting entity shall arrange for a financial and compliance audit (Single Audit). Applicant may include in the budget request an amount for TDH's proportionate share of costs. The audit must be conducted by an independent CPA and must be in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Audit services shall be procured in compliance with state procurement procedures, as well as the provisions of UGMS.

## **C. TRANSFER OF LINE ITEM FUNDS**

**After funds are awarded, you may transfer funds between budget categories in the Title V population-based contract without prior TDH approval. EXCEPTIONS to unapproved funds transfers include:**

- if the contract amount exceeds \$50,000 and transfer between funds exceeds 10% of the accumulative total budget within the term of the contract.

## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_ PHR: \_\_\_\_\_

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if transfer involves prior approval items, e.g., equipment, transfer between direct cost category and indirect cost, substantive deviation from original scope of work, number to be served, and county(ies) where services will be performed.

### D. DIRECT DEPOSIT

As of September 1, 1998, all contractors are required by law to have direct deposit. Direct deposit will decrease the number of days necessary for the agency to receive its reimbursement. If you need information regarding the process, please call staff at the TDH Fiscal Division, (512) 458-7435.

## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

### FUNDING INFORMATION FORM

Legal Name of Applicant: \_\_\_\_\_

This form requests information on funding from other non-TDH State of Texas agencies and projected federal expenditures. Letter(s) of good standing from other non-TDH state agency funding sources that validate the applicant's programmatic, administrative, and financial capability must be placed after this form. An e-mail from the state agency to TDH is acceptable. If the applicant is a state agency or an institution of higher education, letters of good standing are not required.

| Funding From Other State of Texas Agencies (Do not include TDH funding) |  |               |                        |                                     |                                      |
|---|--|---------------|------------------------|-------------------------------------|--------------------------------------|
| State of Texas Agency & Program Name                                    | Name of Contact Person at State Agency | Telephone No. | Period Funds Available | Funding Related to Project Activity | Total Amount of State Agency Funding |
|   |  |               |                        |                                     | \$                                   |
|   |  |               |                        |                                     | \$                                   |
|   |  |               |                        |                                     | \$                                   |
|   |  |               |                        |                                     | \$                                   |
|   |  |               |                        |                                     | \$                                   |
| TOTAL STATE AGENCY FUNDING  |  |               |                        |                                     | \$                                   |

Applicant's fiscal year ending month is: \_\_\_\_\_

Applicant must enter the total projected amount of federal expenditures for applicant's current fiscal year. Projected amount should include funding for all activities including "pass through" funds from all state agencies. Do not include funds being requested in this application; however, any other TDH funds that have been awarded to the applicant that are pass-through federal funds should be included in the projection. \$ \_\_\_\_\_

Applicant must enter the total projected amount of state expenditures for applicant's current fiscal year. Projected amount should include funding for all activities including TDH funds being requested in this application. \$ \_\_\_\_\_

# FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

## BUDGET SUMMARY

| Cost Categories                              | TDH Funds Requested (1) | Direct Federal Funds (2) | Other State Agency Funds (3) | Local Funding Sources (4) | Other Funds (5) | TOTAL (6) |
|--|-------------------------|--------------------------|------------------------------|---------------------------|-----------------|-----------|
| A. Personnel                                 | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| B. Fringe Benefits                           | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| C. Travel*                                   | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| D. Equipment (>\$1000**)                     | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| E. Supplies ( \$1000**)                      | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| F. Contractual                               | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| G. Construction                              | N/A                     | \$                       | \$                           | \$                        | \$              | \$        |
| H. Other                                     | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| I. Total Direct Costs                        | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| J. Indirect Costs                            | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| K. Total (Sum of A - J )                     | \$                      | \$                       | \$                           | \$                        | \$              | \$        |
| L. Program Income***<br>— Projected Earnings | N/A                     | \$                       | \$                           | \$                        | \$              | \$        |
| M. Match<br>— In-Kind<br>— Other Match       | \$<br>\$                | \$<br>\$                 | \$<br>\$                     | \$<br>\$                  | \$<br>\$        | \$<br>\$  |

\* Travel in this category is only for persons listed in the Personnel line item A.

\*\* PLEASE NOTE EXCEPTIONS TO THESE AMOUNTS.

\*\*\* This line item refers to money earned by this project. Since there is no earning capacity for the current population-based projects, this line item should be left blank.

**Indirect costs are based on (mark the statement which is accurate):**

☒ The applicant's most recently approved indirect cost rate ( \_\_\_\_\_ %). A copy is attached behind the OTHER Budget Category Detail Form.

☐ The applicant's most recently approved indirect cost rate ( \_\_\_\_\_ %) which is on file with TDH's Fiscal Division.

☐ Uniform Grant Management Standards.

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**DO NOT INCLUDE THIS AND NEXT 2 PAGES IN THE APPLICATION YOU RETURN TO TDH  
— Your next page will be the PERSONNEL—Budget Category Detail Form**

### BUDGET SUMMARY INSTRUCTIONS

This form should reflect funding from all sources that support the project described in this application. Itemize the amount of support for each funding source and sum columns A through M and sum rows 1-5. See "Budget Forms and Instructions" for definitions of cost categories. For purposes of this form, the column headings have the following meanings:

- Column 1: The amount of funds requested from the Texas Department of Health (TDH) for this project.
- Column 2: Federal funds awarded directly to applicant.
- Column 3: Funds awarded to applicant from other State of Texas governmental agencies.
- Column 4: Funds awarded to applicant by local governmental agencies (city, county, local health department, etc.).
- Column 5: Funds from other sources not previously addressed in columns 1-4 (third party reimbursements, private foundations, donations, fund-raising).
- Column 6: The sum of columns 1-5.

Program Income: Projected Earnings. Applicant must estimate the amount of program income that is expected to be generated during the budget period.

Match: If applicant is required to provide a match with this application, applicant shall enter the amount of matching funds contributed from the appropriate funding column(s). Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the applicant's records. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the applicant uses to support the allocability of regular personnel costs. Third party in-kind contributions count toward satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.

In-Kind: The dollar value of in-kind contributions should be reflected in the appropriate line of row M. In-Kind Match and in the appropriate funding source column heading. The value placed on donated or volunteer services must be reasonable and must be documented to the satisfaction of TDH prior to being accepted as match. Documentation supporting the reasonableness and value of donated or volunteer services must be attached behind the BUDGET SUMMARY form.

Other Match: Enter the dollar amount of funds which will be used to match TDH funds for the proposed activity in row M. Other Match under the column heading which reflects the source of the other match. Match may come from sources such as local funds, other state grants, federal grants, private donations, or private foundations if not otherwise restricted.

## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

### Requirements for Categorical Budgets

The application must include a detailed breakdown of budget cost categories and a narrative justification. Details of each cost category shall be expressed using the budget category detail forms which follow. Definitions of cost categories and instructions and examples of how to itemize the contents of each cost category are included after the budget category detail forms. The budget narrative shall explain and justify the proposed budget request. The budget category detail forms have space for a narrative; however, if more space is needed, attach additional sheets of paper to the respective budget category detail form. Computer generated facsimiles may be substituted for any of the forms; however, the exact wording and format must be maintained.

### General Information

Additional information on basic accounting and financial management systems requirements is available in TDH's Financial Administrative Procedures Manual. Copies of the manual are available from Grants Management Division.

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

| Applicable Cost Principles   | Audit Requirements   | Administrative Requirements                  |
|--|--|--|
| OMB Circular A - 87, State & Local Governments<br>OMB Circular A - 21, Educational Institutions<br>OMB Circular A - 122, Non-Profit Organizations<br>48 CFR Part 31, For-Profit Organization other than a hospital and an organization named in OMB Circular A-122 as not subject to that circular | OMB Circular A - 133<br><br>OMB Circular A - 133<br><br>OMB Circular A - 133 and UGMS<br><br>Program audit conducted by an independent certified public accountant must be in accordance with Governmental Auditing Standards. | UGMS<br><br>OMB Circular A - 110<br><br>UGMS |

### A. Allowable and Unallowable Costs

Below is a brief listing of allowable and unallowable costs as prescribed by federal cost principles or TDH policy. Applicable federal cost principles provide additional information and guidance on allowable and unallowable costs.

An **allowable cost**, in accordance with federal cost principles, meets the following criteria:

1. It is necessary and reasonable for proper and efficient administration of the funded program;
2. It can be allocated to the funded program and is not a general expense needed to carry out the contractor's general responsibilities;
3. It is authorized or is not prohibited under applicable laws or regulations;
4. It conforms to applicable limitations or exclusions;
5. It is consistent with applicable policies and procedures;
6. It is treated consistently through the application of generally accepted accounting principles appropriate to the circumstances;
7. It is not allocated or included as a cost of any other program; and
8. It is the net sum of all applicable credits.



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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**Unallowable costs**, i.e., costs that may not be paid with TDH funds include, but are not limited to:

1. Advertising and public relations costs other than those specifically allowed by terms of the contract attachment or those incurred for the purpose of personnel recruitment, solicitation of bids and disposal of surplus materials;
2. Bad debts;
3. Construction is not allowed without the prior written approval of TDH;
4. Contingency reserve funds;
5. Contributions and donations;
6. Entertainment costs including amusement/social activities and their related costs (meals, beverages, lodgings, rentals, transportation, and gratuities) are not allowed unless the costs are directly related to the program's purpose and TDH has reviewed and issued prior written approval of the work plan components that relate to entertainment costs;
7. Fines, penalties, late payment fees, bank overdraft charges;
8. Fundraising;
9. Interest (unless specifically authorized by applicable cost principles or authorized by federal or state legislation);
10. Lobbying.

### **Direct Costs**

Direct costs are those that can be specifically identified with a particular award, project, service, scope of work or other direct objective of an organization. These costs may be charged directly to the TDH contract attachment (if applicant is awarded a contract). These costs may also be charged to cost objectives used to accumulate all costs pending distribution to specific contracts and other purposes. Direct cost categories include: personnel, fringe benefits, travel, equipment, supplies, contractual, and other.

### **Indirect Costs**

Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. The amount of indirect costs that may be charged to any resulting TDH contract attachment is determined by negotiation and will be defined in the contract budget attachment.

### **Audit Requirements**

If required by OMB Circular A - 133 and/or UGMS, applicant or applicant's authorized contracting entity shall arrange for a financial and compliance audit (Single Audit). Applicant may include in the budget request an amount for TDH's proportionate share of costs. The audit must be conducted by an independent CPA and must be in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Audit services shall be procured in compliance with state procurement procedures, as well as the provisions of UGMS.

# FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

## PERSONNEL — Budget Category Detail Form

List all personnel who contribute to this Title V population-based project and whose salaries (or partial salaries) compose the funds requested in line item A, Personnel, on the Budget Summary.

| Functional Title + Code<br>E= Existing; P=Proposed  | %<br>Time* | Certification/<br>License Required | Total Annual<br>Salary | Salary Requested<br>for Project | Vacant?<br>Y/N | Justification |
|---|------------|------------------------------------|------------------------|---------------------------------|----------------|---------------|
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
|   |            |                                    |                        |                                 |                |               |
| <b>FRINGE BENEFITS:</b> Itemize the elements of fringe benefits in this space. Attach an additional sheet of paper if more space is required. |            |                                    |                        | <b>SALARY TOTAL</b>             |                | \$            |
|   |            |                                    |                        | Fringe Benefits Rate _____<br>% |                |               |
|   |            |                                    |                        | <b>FRINGE BENEFITS TO-TAL</b>   |                | \$            |

\* Paid with Title V, Population-Based Funds

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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

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Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**TRAVEL — Budget Category Detail Form****Local Travel Costs (Travel and Per Diem)**

| Mileage Reimbursement Rate | Estimated Number of Miles | Estimated Mileage Cost | Estimated Per Diem Costs | Estimated Total Local Travel Costs (Mileage plus Per Diem) | Justification<br>(Include who or what position will be traveling, area or locations to cover, and why local travel is necessary to accomplish the project.) |
|----------------------------|---------------------------|------------------------|--------------------------|--|---|
|                            |                           |                        |                          |  |   |

**Conference/Workshop Costs**

| Name and/or Description of Conference/Workshop | Location (City) | No. of Applicant Employees Attending (for whom TDH funds are requested) | Estimated Travel Cost (# of Miles x Reimbursement Rate; Estimated Airfare, etc.) | Estimated Per Diem Cost | Estimated Related Travel Costs (taxi, etc.) | Estimated Total Conference/Workshop Cost | Justification |
|--|-----------------|---|--|-------------------------|---|--|---------------|
|  |                 |   |  |                         |   |  |               |
|  |                 |   |  |                         |   |  |               |
|  |                 |   |  |                         |   |  |               |
|  |                 |   |  |                         |   |  |               |
|  |                 |   |  |                         |   |  |               |
| TOTAL  |                 |   | \$   | \$                      | \$  | \$                                       |               |

**NOTE:** All contracts with the Texas Department of Health require that a written travel policy be maintained by the contracting entity. Attach a copy of the travel policy as an appendix to the proposal. If a written travel policy is not in place, TDH's travel policy will be used.

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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

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Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**EQUIPMENT — Budget Category Detail Form**

Amount Requested in Budget for Equipment: \$ \_\_\_\_\_

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. Equipment is defined by TDH as non-expendable personal property with a unit cost of more than \$1,000.00 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorders/players, microcomputers, printers, software, medical and laboratory equipment which cost over \$500. Medical and laboratory equipment in this classification are defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories are not considered a capital asset unless the unit value is over \$1,000.00. These exceptions must be approved for purchase as equipment and are considered capital assets for inventory purposes.

| DESCRIPTION OF ITEMS<br>( > \$1000 excluding equipment exceptions) | COST PER UNIT/# OF ITEM | TOTAL | PURPOSE & JUSTIFICATION |
|--|-------------------------|-------|-------------------------|
|  |                         |       |                         |
|  |                         |       |                         |
|  |                         |       |                         |
|  |                         |       |                         |
|  |                         |       |                         |
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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**SUPPLIES — Budget Category Detail Form**

Amount requested in budget for supplies: \$ \_\_\_\_\_

Itemize, describe and justify the supply items listed below. Costs may be categorized by each general type (e.g. office, computer, medical, educational, janitorial, etc.). Costs may include educational supplies, software less than \$500, plus any equipment with a purchase price including freight not to exceed \$1,000 per item, except for those listed in the "Equipment" category.

| DESCRIPTION OF ITEMS<br>( _ \$1,000 excluding equipment exceptions) | COST PER UNIT/# OF<br>UNITS | TOTAL | PURPOSE & JUSTIFICATION |
|---|-----------------------------|-------|-------------------------|
|   |                             |       |                         |
|   |                             |       |                         |
|   |                             |       |                         |
|   |                             |       |                         |
|   |                             |       |                         |
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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

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Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**CONTRACTUAL — Budget Category Detail Form****Amount requested in budget for contractual: \$\_\_\_\_\_.**

List only subcontracts for health or health-related services provided directly to applicant's clients by a third party. If subcontractor(s) is not yet identified, describe the service to be subcontracted and show subcontractor as "To be named." Justification for subcontract that delegate a substantial portion of the scope of the project or exceed \$25,000 or 25% of the applicant's funding request must be attached behind this form.

| Subcontractor Name<br>(Agency or Individual) | Description of Services<br>(Scope of Work) | Method of Reimbursement<br>(Cost Reimbursement or Unit Cost) | # of Hours or Units of Service | Unit Cost Rate<br>(If Applicable) | Total | Justification |
|--|--|--|--------------------------------|-----------------------------------|-------|---------------|
|  |  |  |                                |                                   |       |               |
|  |  |  |                                |                                   |       |               |
|  |  |  |                                |                                   |       |               |
|  |  |  |                                |                                   |       |               |
|  |  |  |                                |                                   |       |               |
|  |  |  |                                |                                   |       |               |
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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**OTHER — Budget Category Detail Form**

Amount requested in budget for other: \$ \_\_\_\_\_

| Description | Cost (Include # of Units x<br>Unit Cost if applicable) | Purpose and Justification |
|-------------|--|---------------------------|
|             |  |                           |
|             |  |                           |
|             |  |                           |
|             |  |                           |
|             |  |                           |
|             |  |                           |
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## FY 2001 POPULATION-BASED PROJECT APPLICATION

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Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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**DO NOT INCLUDE THIS AND NEXT 5 PAGES IN THE APPLICATION YOU RETURN TO TDH**

### **BUDGET SUMMARY CATEGORY EXPLANATIONS DEFINITION OF COST CATEGORIES, INSTRUCTIONS, AND EXAMPLES**

#### **A. PERSONNEL**

**DEFINITION:** Actual salaries and wages for all staff positions in the proposed project that will provide direct care and administrative services (including clerical) to the project.

**INSTRUCTION:** Enter the following information for each position on the PERSONNEL Budget Category Detail Form: functional title, whether the position is existing or proposed, % of time dedicated to the project, any certification or license an individual must possess to be qualified for the position, the total annual salary, the amount of TDH funds requested for this position's salary (% of time dedicated to the project multiplied by the annual salary), whether the position is vacant or filled, and the justification for the position. Justification may include a brief description of the position's primary responsibilities and an explanation for the % of time dedicated to the project, why the position classification is appropriate (including license/certification requirements), and an explanation of reasonableness of the annual salary.

The method for calculating allowable salary and wage cost, applicable to time sheet hours reported is:

$$\text{Hours reported as worked on TDH contract} \div \text{Total hours reported as worked on time sheet}$$

#### **B. FRINGE BENEFITS**

**DEFINITION:** Fringe benefits, paid by the applicant on behalf of its employees, include employer contributions for social security, retirement, health and accident insurance, and worker's compensation insurance. Fringe benefits requested on this budget should represent actual benefits paid for employees.

**INSTRUCTION:** Itemize the elements of fringe benefits and indicate the % rate on the PERSONNEL Budget Category Detail Form.

#### **C. TRAVEL**

**DEFINITION:** The costs of transportation, lodging, meals and related expenses incurred by the applicant's staff while traveling to perform duties required by the proposed project are classified as travel. This includes personal auto mileage for travel by employees. Costs related to client transportation and registration fees should be classified as "Other" not "Travel." (Travel of volunteers trainees and clients should be placed in the "Other" category and explained in the budget justification. Travel for subcontractors providing client services should be budgeted under the "Contractual" category.)

**INSTRUCTION:** The TRAVEL Budget Category Detail Form requires information on local travel costs (travel and per diem) and information on conferences/workshops for which TDH funding is being requested. For local travel, enter the reimbursement rate for automobile mileage and the estimated number of miles to be traveled for the budget period. To calculate the total estimated local travel costs, multiply the local reimbursement rate per mile by the total estimated number of automobile miles. Enter the estimated per diem costs which may be associated with local travel and show the basis for cost (15 partial days x \$7 per partial day = \$105). The justification should include who or what position classification(s) will be traveling and why local travel is necessary to accomplish the project. For conferences/workshops, the following must be included for all attending for whom TDH funds are being requested: the name and/or description of the conference/workshop, the location (city), the number of persons attending,



## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

estimated travel, per diem, other related travel costs (excluding registration fees) and total costs for all attending. The justification should include how attendance at the conference/workshop will directly benefit the project and why it is necessary to accomplish the project.

**All contracts with the Texas Department of Health require that a written travel policy be maintained by the contracting entity. Attach a copy of the travel policy as an appendix to the proposal. If a written travel policy is not in place, TDH's travel policy will be used.**

### D. EQUIPMENT

**DEFINITION:** Equipment is defined by TDH as non-expendable personal property with a unit cost of more than \$1,000.00 and a useful life of more than one year, **with the following exceptions:** fax machines, stereo systems, cameras, video recorders/players, microcomputers, printers, software, medical and laboratory equipment, and printers that cost over \$500. [These exceptions MUST still be approved for purchase as equipment and are considered to be capital assets for inventory purposes.] Medical and laboratory equipment in this category is defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories are not considered a capital asset unless the unit value is over \$1,000.00. The exception items listed will still be inventoried if their unit cost plus any items used with or attached to the unit is \$500.00 or greater. For items with component parts (i.e., computers), the aggregate cost must be considered when applying the \$500/\$1,000 threshold.

**INSTRUCTIONS:** Enter the following information on the EQUIPMENT Budget Category Detail Form for each type of equipment item: description of each item, the cost per unit, the number of units to be purchased, the total amount for the line item (multiply the cost per unit by the number of units), state the purpose for the item(s) and why the equipment is necessary and how the applicant determined or will determine that the cost is reasonable. Attach a complete specification or a copy of the purchase order.

#### EXAMPLES OF EQUIPMENT DESCRIPTIONS

**Remember** — Equipment is priced **per unit** ( \$500.01 per unit) including freight. If you have 10 Modems @ \$95 each, this is not considered equipment. This would be considered a supply item. The dollar amount would be deducted from the Equipment total and added to the Supply total.

##### **INCORRECT EXAMPLE:**

Computer-166 Mh Pentium  
1 @ \$2,150  
*(Insufficient description/specification)*

1 @ \$250 Laser Jet Printer  
***[This item should be moved  
to Supplies as it is not \$500.01.]***

##### **CORRECT EXAMPLE:**

Packard Bell Multimedia C-110 , Hard Drive 1081.7 MB; 14.4 AMSP modem fax; 44 MB 3.5" Diskette Drive; CD ROM 4X CDR-173; Mouse; Color Monitor; Keyboard; Windows '95 pre-installed.

1 @ \$2,150

24" Zenith Portable TV/VCR Combination; Model #Z12345  
1 @ \$750

*[Printers should NOT be included in the package with a computer. Printers are a separate item. The cost of the printer will determine whether it goes listed in the Supply category or the Equipment category — see the beginning statement above.]*

### E. SUPPLIES

**DEFINITION:** Costs for materials and supplies necessary to carry out the program may include janitorial supplies, office supplies, patient educational supplies, software less than \$500, plus any equipment with a purchase price including freight not to exceed \$1,000 per item, except for those listed in the "Equipment" category.

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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INSTRUCTIONS: Enter the following information in the SUPPLIES Budget Category Detail Form for each general category or type of supplies: description of the items, the cost per unit, the number of units to be purchased, the total amount for the line item (multiply the cost per unit by the number of units), and state the purpose for the item(s), why the equipment is necessary and how the applicant determined or will determine that the cost is reasonable.

### F. CONTRACTUAL

The contractual section includes only costs incurred for health or health-related services rendered directly to the applicant's clients by a third party. Examples of the services that may be included in this category are: counseling, education, nursing, lab fees, physician's fees, radiology, pharmacy, therapy, etc. and may include physicians and nurses for consultation, health educators, or professional medical/provider organizations. Travel by these individuals should be included in this category if they are delivering client services. **Contracts for administrative services are not** included in this category; they are properly classified in the **Other category (line item G)**.

If the applicant enters into grant contracts with subrecipients or procurement contracts with vendors, the documents will be in writing and will comply with the requirements specified in the Contracts with Subrecipients and Contracts for Procurement articles in the General Provisions for Texas Department of Health Grant Contracts (see **APPENDIX A: Sample General Provisions, Texas Department of Health Contracts**, 1999 version).

If an applicant plans to enter into a subcontract agreement that delegates a substantial portion of the scope of the project, i.e. \$25,000 or 25% of the applicant's funding request whichever is greater, the applicant must submit justification to TDH and receive prior written approval from TDH before entering into the contract.

INSTRUCTIONS: The CONTRACTUAL Budget Category Detail Form requires the names of the individuals or organizations performing the services, a description of the services being contracted, the number of hours or units of service to be purchased, the method of reimbursement (cost reimbursement or unit cost), unit cost if applicable and total amount of each subcontract. Justification should include why applicant intends to subcontract for the service, why the service is necessary to perform the scope of work, and how applicant will ensure that the cost of the service is reasonable.

**G. CONSTRUCTION** - TDH does not fund construction projects.

### H. OTHER

DEFINITION: All other allowable direct costs not listed in any of the above categories are to be included in this category. Some of the major costs that should be budgeted in this category are:

- \* contracts for administrative services or non-medical services;
- \* space and equipment rental;
- \* utilities and telephone expenses;
- \* data processing services;
- \* printing and reproduction expenses;
- \* postage and shipping;
- \* contract clerical or other personnel services;
- \* janitorial services;
- \* exterminating services;
- \* security services;
- \* insurance and bonds;
- \* equipment repairs or service maintenance agreements;
- \* books, periodicals, pamphlets, and memberships;
- \* advertising;
- \* registration fees;
- \* patient transportation;
- \* training costs, speakers fees and stipends.

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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INSTRUCTIONS: The OTHER Budget Category Detail Form requires a general description of the service and the cost. The justification should include an explanation of the purpose of the service and how it is necessary for the completion of the activity. The justification should also include a statement of when services will be utilized if other than the full RFA budget period.

### **I. TOTAL DIRECT CHARGES**

The amount to be entered on row I Total Direct Costs, of the BUDGET SUMMARY form, is the sum of all direct cost categories (A through H).

#### **Application**

Typical direct costs chargeable to grant programs are:

- Compensation of employees for the time and effort devoted specifically to the execution of the programs.
- Cost of materials acquired, consumed, or expended specifically for the purpose of the contract.
- Equipment and other approved capital expenditures.
- Other items of expense incurred specifically to carry out the contract agreement.
- Services furnished specifically for the contract program by other agencies, provided such charges are consistent with criteria outlined in Section G of these principles.

### **J. INDIRECT COSTS**

DEFINITION: Those costs related to the project that are not included in direct costs. Indirect costs are those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily identified with a particular cost center and which may be paid if allowable under the funding source.

The applicant may negotiate an indirect cost rate with its federal cognizant agency or state coordinating agency. If there is no assigned agency, TDH's Fiscal Division may provide guidance on how to have an agency assigned or TDH's Fiscal Division may review the applicant's cost allocation plan and negotiate an approved indirect cost rate. The TDH Fiscal Division will maintain a listing of agencies and their approved rates. To obtain information about cognizant agencies or negotiating an indirect cost rate, contact the TDH Fiscal Division at (512) 458-7435.

If the applicant does not have an approved indirect cost rate and does not intend to negotiate one, then funds may be budgeted in accordance with Uniform Grant Management Standards (UGMS) which reads as follows:

"In lieu of determining the actual indirect costs of the service for which a state award is made, a grantee may recover up to 10 percent of the direct salary and wage costs of providing the service (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation [of direct salary and wage costs]. Applicants choosing this method of indirect cost recovery are prohibited from seeking recovery using a cost allocation plan, rate or other methods for the same period."

INSTRUCTIONS: A Budget Category Detail Form has not been developed for the Indirect Cost Category. Applicant should indicate the indirect cost rate (if applicable) on the BUDGET SUMMARY page and mark the box which contains the appropriate statement regarding the support for the indirect charge. If applicant attaches a copy of the most recently approved indirect cost rate, it should be placed behind the OTHER Budget Category Detail Form.

### **K. TOTAL**

The amount to be entered on row K Total, of the BUDGET SUMMARY form, is the sum of Total Direct Costs and Indirect Costs (I + J).

### **L. PROGRAM INCOME**

DEFINITION: All revenue directly generated by a TDH contract-supported activity or earned as a result of a TDH contract during the contract term (beginning and ending dates). This includes fees or charges made by the contractor in connection with activities supported in whole, or in part, by a federal/state contract. This income will be identified and reported quarterly and annually utilizing the report forms identified in the contract.

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## FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_

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For more information about program income, refer to APPENDIX A - TDH CONTRACT GENERAL PROVISIONS (Sample), and/or request a copy of TDH's Financial Administrative Procedures Manual. The TDH program will consider future funding levels of a contractor based in part upon their proficiency in identifying, billing, collecting, and reporting program income and in utilizing it for the purposes and conditions as specified in the contract attachment.

### INSTRUCTIONS:

**Projected Earnings.** Applicant must enter on the BUDGET SUMMARY form the estimated amount of program income that is expected to be generated during the budget period.

#### **Examples Of Program Income**

*fees received for personal services performed in connection with and during the period of contract support; tuition and fees when the course of instruction is developed, sponsored, and supported by the applicable contract from state or federal sources; sale of services such as laboratory tests or computer time; or payments received from patients or third parties for medical or hospital service, such as Title XIX or Title XX reimbursements, insurance payments, or patient fees. These payments may be made under either a cost reimbursement or a fixed price agreement; lease or rental of films or video tapes; and rights or royalty payments resulting from patents or copyrights developed or acquired by the contractor.*

### **M. MATCH**

**DEFINITION:** The portion of allowable costs incurred under the proposed project borne by unrestricted funding sources or the value of third party in-kind contributions applicable to the period to which the match requirement applies.

Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the applicant's records. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, donated or volunteer services will be supported by the same methods that the applicant uses to support the allocability of regular personnel costs. Applicant must provide supporting documentation of the reasonableness and value of donated and volunteer services. Third party in-kind contributions count toward satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.

**INSTRUCTIONS:** If the applicant is required to provide a match with this application, applicant shall enter on the BUDGET SUMMARY form the amount of matching funds contributed under the appropriate funding column(s).

**In-Kind.** Enter the dollar value of in-kind contributions in row M. In-Kind Match under the column heading which reflects the source of the in-kind contribution. The value placed on donated or volunteer services must be reasonable and must be documented to the satisfaction of TDH prior to being accepted as match. Documentation supporting the reasonableness and value of donated or volunteer services must be attached behind the BUDGET SUMMARY form.

**Other Match.** Enter the dollar amount of funds which will be used to match TDH funds for the proposed activity in row M. Other Match under the column heading which reflects the source of the other match.

**Organization:** \_\_\_\_\_

**PHR:** \_\_\_\_\_

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**VIII. ASSURANCES NOT IN  
COMBINED RFA PACKET**

# FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_

PHR: \_\_\_\_\_



Applicant Name: \_\_\_\_\_

Application/RFA Deadline: \_\_\_\_\_

TDH RFA Name: \_\_\_\_\_

## TEXAS DEPARTMENT OF HEALTH HUB GOOD FAITH EFFORT PROGRAM(GFEP)/CLIENT SERVICES FORM

In accordance with Texas Government Code Title 10, Subtitle D, Chapter 2161 and Title 1 Texas Administrative Code (TAC) §111.11 through §111.24, state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state. The goal of this program is to promote full and equal business opportunities for all businesses in contracting with the state. See back of form for HUB definition.

The Texas Department of Health (TDH) is very committed to the HUB program and shall make a good faith effort to utilize HUBs in contracts for commodities and service purchases. TDH will achieve annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities. A *subcontractor* is an entity that enters into a contract with a contractor (vendor) to provide the goods or services for which the contractor is responsible under the terms of its contract with TDH.

It is the intent of TDH that *all* TDH contractors make a good faith effort to subcontract with HUBs during the performance of their contract; however, **any business that enters into a Client Services contract with TDH for \$100,000 or more shall be required to make a good faith effort to award subcontracts to HUBs to meet the goal of 18.10%.** Any combination of the following subcontracting areas may be used to satisfy this goal:

Commodity purchases (e.g. medical supplies, office supplies, laboratory supplies)

Professional Services (e.g. physicians, nursing, laboratory services, pharmacy)

Other Services (e.g. legal services, consulting, maintenance/repair services, computer services)

This Good Faith Effort Program goal does not prevent any business group from participating in contracting opportunities with the State of Texas. Further assistance and/or copies of the applicable sections of 1 TAC can be obtained by contacting the TDH HUB Program at (512) 458-7111, extension 3760 or 1-800-243-7487.

### INSTRUCTIONS:

**Applications for contract funds totaling less than \$100,000** - Applicants are encouraged to voluntarily comply with the HUB Good Faith Effort Program, complete and return this HUB Good Faith Effort Program/Client Services Form with the application, and if a contract is awarded, to submit Quarterly Reports regarding HUB subcontracting activity. However, for applications less than \$100,000, completion of this form and Quarterly Reports are not mandatory.

**Applications for contract funds totaling \$100,000 or more** - Applicants are required to: comply with the HUB Good Faith Effort requirements, complete and return this HUB Good Faith Effort Program/Client Services form along with a supplemental letter as explained below (#3) with the application or no later than 7 working days following the submission of the original application, and if a contract is awarded, to submit appropriate Quarterly Reports regarding HUB subcontracting activity. For applications totaling \$100,000 or more, compliance with these requirements is a condition of awarding a contract.

1. **Are you certified as a Texas Historically Underutilized Business (HUB)?** \_\_\_\_\_ Yes \_\_\_\_\_ No If "Yes" - What percentage of the contract work will be completed by your employees? \_\_\_\_\_
2. **If an award is issued, do you plan to utilize a HUB Subcontractor or Supplier for all or any portion of the contract?** \_\_\_\_\_ Yes \_\_\_\_\_ No If "Yes" - What percentage of the total dollar amount of the award will be or is estimated to be subcontracted? \_\_\_\_\_
3. **Attach supplemental documentation based on your answer to question #2 as follows: If "Yes"- List specific subcontracting or supply areas that compose the percentage amount listed; if "No"- Provide written explanation.**

**Quarterly Reports** (Due December, March, June and September): If TDH determines you have complied with the good faith effort requirements and awards you a contract, you will be required to submit one of the following quarterly reports if you provide any HUB subcontracting opportunities:

Non-HUB Vendors: *Progress Assessment Report by Non-Historically Underutilized Businesses of Work Sub-Contracted (NON-HUB-PAR).*

HUB Vendors: *Progress Assessment Report by Historically Underutilized Business of Work Sub-Contracted (HUB-PAR-A).*

**Applicant Representative Signature:** \_\_\_\_\_

NOTE: A list of all General Service Commission certified HUBs may be electronically accessed through the Internet. Using a Web Browser (like Netscape, Mosaic, etc.), connect to <http://www.gsc.state.tx.us> (this is the GSC home page).

**Organization:** \_\_\_\_\_**PHR:** \_\_\_\_\_

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|  |
|--|
| <b>DO NOT INCLUDE THIS PAGE IN THE APPLICATION YOU RETURN TO TDH</b> |
|--|

## **HUB DEFINITION**

A HUB is defined in the Texas Government Code §2161.001(2), VTCA, as:

- A. a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more socially disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
- B. a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by a socially disadvantaged person;
- C. a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more socially disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
- D. a joint venture in which each entity in the venture is a historically underutilized business; or
- E. a supplier contract between a historically underutilized business and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Socially disadvantaged person" is defined in Texas Government Code §2161.001(3) as "... a person who is socially disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control."

A HUB is defined in the General Appropriations Act, 75th Legislature, Regular Session, ARTICLE IX, General Provisions, Section 124, Contracting with Historically Underutilized Businesses, Subsection 3, in the same manner except that "socially disadvantaged person" is replaced with the term "economically disadvantaged person." The term "economically disadvantaged person" is defined in the General Appropriations Act as "... a person who is economically disadvantaged because of the person's identification as a member of certain groups, including Black Americans, Hispanic Americans, women, Asian Americans and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control."

# FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_ PHR: \_\_\_\_\_



|  |
|--|
| Contractor: _____<br>TDH Grant/Contract Name: _____<br>_____ |
|--|

## PROGRESS ASSESSMENT REPORT BY NON-HISTORICALLY UNDERUTILIZED BUSINESS OF WORK SUB-CONTRACTED (NON-HUB-PAR)

Contractor Name: \_\_\_\_\_  
 Vendor Identification Number(VID#): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Total Contract Amount: \$ \_\_\_\_\_  
 Total Amount Paid to HUB Subcontractor(s): \$ \_\_\_\_\_

| For HUB Subcontractor/Supplier, write in the letter "H" and the GSC Certification #. If NON-Certified HUB Subcontractor, write in the letter "N". | Name of Subcontractor/ Supplier | VID#, Social Security, or Federal ID # | \$ Amount Paid This Period | \$ Total Paid to Date |
|---|---------------------------------|--|----------------------------|-----------------------|
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To be reported quarterly by the following dates:

| Quarter | Months Included   | Deadline      |
|---------|-------------------|---------------|
| First   | Sept., Oct., Nov. | December 5th  |
| Second  | Dec., Jan., Feb.  | March 5th     |
| Third   | March, April, May | June 5th      |
| Fourth  | June, July, Aug.  | September 5th |

Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Telephone # \_\_\_\_\_

**Return to:** Texas Department of Health  
 Attn: TDH HUB Coordinator  
 Bureau of Support Services  
 1100 West 49th Street, G-103  
 Austin, TX 78756

Attach a narrative report describing your good faith efforts during the reporting period.



# FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_ PHR: \_\_\_\_\_



CONTRACTOR: \_\_\_\_\_  
 TDH GRANT/CONTRACT NAME: \_\_\_\_\_

## PROGRESS ASSESSMENT REPORT BY HISTORICALLY UNDERUTILIZED BUSINESS OF WORK SUB-CONTRACTED (HUB-PAR)

Contractor Name: \_\_\_\_\_  
 Vendor Identification Number(VID#): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Total Contract Amount: \$ \_\_\_\_\_ Total Amount Paid to HUB Subcontractor(s): \$ \_\_\_\_\_  
 % of Contract performed by Contractor's employees for reporting period: \_\_\_\_\_

| For HUB Subcontractor/Supplier, write in the letter "H" and the GSC Certification #. If NON-Certified HUB Subcontractor, write in the letter "N". | Name of Subcontractor/Supplier | VID#, Social Security, or Federal ID # | \$ Amount Paid This Period | \$ Total Paid to Date |
|---|--------------------------------|--|----------------------------|-----------------------|
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To be reported quarterly by the following dates:

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| Third   | March, April, May | June 5th      |
| Fourth  | June, July, Aug.  | September 5th |

Signature \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Telephone # \_\_\_\_\_

**Return to:** Texas Department of Health  
 Attn: TDH HUB Coordinator  
 Bureau of Support Services  
 1100 West 49th Street, G-103  
 Austin, TX 78756

Attach a narrative report describing your good faith efforts during the reporting period.

# FY 2001 POPULATION-BASED PROJECT APPLICATION

Organization: \_\_\_\_\_ PHR: \_\_\_\_\_

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 USC 1352)

Approved by OMB

(See reverse for public burden disclosure.)

0348-0046

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| 1. Type of Federal Action:<br>a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   |  | 2. Status of Federal Action<br>a. bid/offer/application<br>b. initial award<br>c. post-award |  | 3. Report Type:<br>a. initial filing<br>b. material change<br><br>For Material Change Only:<br>Year _____ Quarter _____<br>Date of last report _____ |  |
| 4. Name and Address of Reporting Entity:<br>Prime _____ Subawardee _____<br>Tier _____, if known:<br><br>Congressional District, if known: _____   |  |  | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:<br><br>Congressional District, if known: _____                                 |  |  |
| 6. Federal Department/Agency: _____  |  |  | 7. Federal Program Name/Description:<br><br>CFDA Number, if applicable: _____  |  |  |
| 8. Federal Action Number, if known: _____  |  |  | 9. Award Amount, if known:<br>\$ _____   |  |  |
| 10. a. Name and Address of Lobbying Entity<br>(If individual, last name, first name, MI):<br><br>(Attach Continuation  |  |  | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):<br><br>Sheets(s) SF-LLL-A, if necessary)         |  |  |
| 11. Amount of Payment (check all that apply):<br>\$ _____ actual _____ planned _____   |  |  | 13. Type of Payment (check all that apply):<br>a. retainer<br>b. one-time fee<br>c. commission<br>d. contingent fee<br>e. deferred<br>f. other, specify: _____ |  |  |
| 12. Form of Payment (Check all that apply):<br>a. cash<br>b. in-kind; specify: nature _____ value _____  |  |  |  |  |  |
| 14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11.<br><br>(Attach Continuation Sheets(s) SF-LLL-A, if necessary)  |  |  |  |  |  |
| 15. Continuation Sheet(s) SF-LLL-A attached: Yes _____ No _____  |  |  |  |  |  |
| 16. Information requested through this form is authorized by Title 31 USC Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. |  |  | Signature _____<br>Print Name: _____<br>Title: _____<br>Legal Name of Applicant: _____<br>Telephone No: _____ Date: _____                                      |  |  |
| Federal Use Only:  |  |  | Authorized for Local Reproduction<br>Standard Form - LLL   |  |  |

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**FY 2001 POPULATION-BASED PROJECT APPLICATION**

**Organization:**\_\_\_\_\_

**PHR:**\_\_\_\_\_

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**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

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**Organization:**\_\_\_\_\_

**PHR:**\_\_\_\_\_

**A P P E N D I C E S**

**APPENDIX A****GENERAL PROVISIONS FOR  
TEXAS DEPARTMENT OF HEALTH GRANT CONTRACTS****TABLE OF CONTENTS**

|   |
|---|
| <b>ARTICLE 1 - PREAMBLE</b>   |
| <b>2 - TERM</b>   |
| <b>3 - FUNDING</b>  |
| <b>4 - AMENDMENTS</b>   |
| <b>5 - APPLICABLE LAWS AND STANDARDS</b>                            |
| <b>6 - DEBARMENT AND SUSPENSION</b>                                 |
| <b>7 - ASSURANCES</b>   |
| <b>8 - INTELLECTUAL PROPERTY</b>                                    |
| <b>9 - HISTORICALLY UNDERUTILIZED BUSINESSES</b>                    |
| <b>10 - CERTIFICATION REGARDING LICENSE, CERTIFICATE, OR PERMIT</b> |
| <b>11 - CONFLICT OF INTEREST</b>                                    |
| <b>12 - YEAR-2000 CERTIFICATION</b>                                 |
| <b>13 - STANDARDS FOR FINANCIAL AND PROGRAMMATIC MANAGEMENT</b>     |
| <b>14 - BONDING</b>   |
| <b>15 - FUNDING PARTICIPATION REQUIREMENT</b>                       |
| <b>16 - ALLOWABLE COSTS AND AUDIT REQUIREMENTS</b>                  |
| <b>17 - TERMS AND CONDITIONS OF PAYMENT</b>                         |
| <b>18 - ADVANCE PAYMENTS</b>  |
| <b>19 - PROGRAM INCOME</b>  |
| <b>20 - OVERTIME COMPENSATION</b>                                   |
| <b>21 - EQUIPMENT AND SUPPLIES</b>                                  |
| <b>22 - CONTRACTS WITH SUBRECIPIENTS</b>                            |
| <b>23 - CONTRACTS FOR PROCUREMENT</b>                               |
| <b>24 - REPORTS</b>   |
| <b>25 - INSPECTIONS</b>   |
| <b>26 - RECORDS RETENTION</b>                                       |
| <b>27 - CLIENT RECORDS</b>  |
| <b>28 - CONFIDENTIALITY</b>   |
| <b>29 - HOLD HARMLESS</b>   |
| <b>30 - SANCTIONS</b>   |
| <b>31 - SANCTION REVIEW</b>   |
| <b>32 - BREACH OF CONTRACT</b>                                      |
| <b>33 - TERMINATION</b>   |
| <b>34 - VOID CONTRACT</b>   |
| <b>35 - SEVERABILITY</b>  |
| <b>36 - SURVIVAL OF TERMS</b>                                       |
| <b>37 - NO-WAIVER OF SOVEREIGN IMMUNITY</b>                         |

Any alteration to this document constitutes a *counter-offer* and must be approved in writing by the Texas Department of Health.

**GENERAL PROVISIONS FOR  
TEXAS DEPARTMENT OF HEALTH GRANT CONTRACTS**

**ARTICLE 1. Preamble**

PERFORMING AGENCY and RECEIVING AGENCY (the parties) hereby agree to make and enter into this grant contract (contract), to faithfully perform the duties prescribed by this contract and to uphold and abide by its terms and provisions. This contract consists of RECEIVING and PERFORMING AGENCY identifying data, Details of Attachment(s), authorized signatures, General Provisions, and Attachment(s) with detailed Scope(s) of Work, Special Provisions, budget(s), and exhibit(s) as applicable. This contract represents the complete and entire understanding and agreement of the parties. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this contract.

The person or persons signing and executing this contract on behalf of PERFORMING AGENCY, or representing themselves as signing and executing this contract on behalf of PERFORMING AGENCY, warrant and guarantee that he, she, or they have been duly authorized by PERFORMING AGENCY to execute this contract on behalf of PERFORMING AGENCY and to validly and legally bind PERFORMING AGENCY to all of its terms, performances, and provisions.

PERFORMING AGENCY assures compliance with this contract, including these General Provisions unless otherwise specified in any Special Provisions of the Attachment(s) to this document. If these General Provisions are revised or replaced during the term of this contract, and PERFORMING AGENCY does not consent to comply with the modified General Provisions, PERFORMING AGENCY may exercise its termination options in accordance with the General Provisions, Termination Article.

**ARTICLE 2. Term**

The time period of this contract shall be governed by the term(s) of the Attachment(s). No commitment of contract funds is permitted prior to the first day or subsequent to the last day of the term. The term may be extended or shortened by amendment(s).

**ARTICLE 3. Funding**

This contract is contingent upon the availability of funding for each Attachment for the term of the Attachment. PERFORMING AGENCY shall have no right of action against the State of Texas or RECEIVING AGENCY in the event that RECEIVING AGENCY is unable to fulfill its obligations under this contract as a result of lack of sufficient funding of RECEIVING AGENCY for any Attachment(s) to this contract. If funds become unavailable, provisions of the Termination Article will apply.

**ARTICLE 4. Amendments**

This contract may be amended only if the amendment is in writing and signed by individuals with authority to bind all parties.

PERFORMING AGENCY shall not perform and RECEIVING AGENCY shall not pay for the performance of different or additional services, work, or products except pursuant to an amendment of this contract that is executed in compliance with this Article. RECEIVING AGENCY may not waive any term, covenant, or condition of this contract unless by amendment executed in compliance with this Article.

PERFORMING AGENCY shall plan expenditures so that any necessary budget revisions or amendments are executed no later than 90 days prior to the expiration of the Attachment term. PERFORMING AGENCY shall provide a written justification for any budget revisions and/or amendments. If a budget revision or amendment is requested during the last quarter of the Attachment term, the written justification must include a reason for the delay.

#### **ARTICLE 5. Applicable Laws and Standards**

This contract shall be interpreted under and in accordance with the laws of the State of Texas and enabling state rules. Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this contract.

The Uniform Grant and Contract Management Act (UGCMA), Texas Government Code, Chapter 783, Vernon's Texas Codes Annotated (VTCA), and the Uniform Grant Management Standards (UGMS) as amended by revised federal circulars and incorporated in UGMS by the Governor's Budget and Planning Office, apply as terms and conditions of this contract and are adopted by reference in their entirety. If a conflict arises between the provisions of this contract and the provisions of UGCMA and UGMS, the provisions of UGCMA and UGMS will prevail unless expressly stated otherwise.

RECEIVING AGENCY must give prior approval for changes to contract Attachment(s) as specified by UGMS in "Part III-State Uniform Requirements for Grants and Cooperative Agreement, Subpart C-Post-Award Requirements, item \_\_\_\_\_.30-Changes" and applicable federal Office of Management and Budget (OMB) circulars. RECEIVING AGENCY will provide copies of applicable OMB circulars, Code of Federal Regulations, and UGMS to PERFORMING AGENCY upon request. These documents are incorporated by reference as a condition of this contract.

PERFORMING AGENCY may not use funds granted under this contract to pay any person for influencing or attempting to influence an officer or employee of any agency; federal or state; a Member of Congress; an officer or employee of Congress; an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352 and UGMS). If at any time this contract exceeds \$100,000, regardless of funding source, PERFORMING AGENCY shall file with RECEIVING AGENCY a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of PERFORMING AGENCY in connection with that contract or grant, a certification that none of the funds provided by RECEIVING AGENCY have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom PERFORMING AGENCY has an agreement. PERFORMING AGENCY shall require any person who receives a subgrant or subcontract to file the same declaration, certification and disclosure with RECEIVING AGENCY. PERFORMING AGENCY shall file the declaration, certification, and disclosure at the time of application for the contract or grant; upon execution of a contract or grant unless PERFORMING AGENCY previously filed a declaration, certification or disclosure form in connection with the award; and at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any declaration, certification or disclosure previously filed. RECEIVING AGENCY will supply the certification form to PERFORMING AGENCY upon request.

PERFORMING AGENCY, if a corporation, certifies by execution of this contract that its payment of franchise taxes is currently in “good standing” with the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tax Code, Chapter 171, VTCA). A false statement regarding franchise tax status is a material breach of this contract. If franchise tax payments become delinquent during the Attachment term, payments under this contract will be withheld until PERFORMING AGENCY's delinquent franchise tax is paid in full.

#### **ARTICLE 6. Debarment and Suspension**

PERFORMING AGENCY certifies by execution of this contract to the following:

it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension;  
neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;  
it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency; and  
it is not subject to an outstanding judgment in a suit against PERFORMING AGENCY for collection of the balance of a debt.

Where PERFORMING AGENCY is unable to certify to any of the statements in this Article, PERFORMING AGENCY shall attach an explanation.

PERFORMING AGENCY shall not contract with a subrecipient nor procure goods or services from a subcontractor, at any tier, which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

#### **ARTICLE 7. Assurances**

PERFORMING AGENCY shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

To the extent such provisions are applicable to PERFORMING AGENCY, PERFORMING AGENCY agrees to fully comply with the following:

Title VI of the Civil Rights Act of 1964, 42 USC §§2000d *et seq.* (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin, and includes the provision for effective communication and equal access to programs, services and activities to persons with Limited English Proficiency (LEP);  
Title IX of the Education Amendments of 1972, as amended, 20 USC §§1681-1683, and 1685-1686, which prohibits discrimination on the basis of sex;  
Section 504 of the Rehabilitation Act of 1973, 29 USC §794(a), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, 42 USC §§12101 *et seq.*, including the provision for effective communication and equal access to programs, services and activities to persons with sensory and speech impairments;  
The Age Discrimination Act of 1975, as amended, 42 USC §§6101-6107, which prohibits discrimination on the basis of age;



The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;

Public Health Service Act of 1912, §§523 and 527, 42 USC §290 dd-2, as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VIII of the Civil Rights Act of 1968, 42 USC §§3601 *et seq.*, as amended, relating to nondiscrimination in the sale, rental or financing of housing; and,

The requirements of any other nondiscrimination statute(s).

Collectively, such requirements obligate RECEIVING AGENCY to provide services without discrimination on the basis of race, color, national origin, age, sex, or disability. PERFORMING AGENCY shall carry out the terms of this contract in a manner which will assist RECEIVING AGENCY in complying with such obligations to the fullest extent of PERFORMING AGENCY's ability.

PERFORMING AGENCY agrees to comply with all or part of the following, as applicable:

- A. Texas Labor Code, Chapter 21, VTCA, which requires that certain employers not discriminate on the basis of race, color, disability, religion, sex, national origin, or age.
- B. Immigration Reform and Control Act of 1986, 8 USC §§1324a *et seq.*, as amended, regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, who will perform any labor or services under this contract.
- C. Pro-Children Act of 1994, 20 USC §§6081-6084, regarding the provision of a smoke-free workplace and promoting the non-use of all tobacco products.
- D. The National Research Service Award Act of 1971, as amended, 42 USC §§288 *et seq.* and 6601 (P.L. 93-348 and P.L. 103-43) regarding the protection of human subjects involved in research, development, and related activities supported by any applicable award of federal assistance.
- E. The Clinical Laboratory Improvement Amendments of 1988, 42 USC §263a, which establish federal requirements for the regulation and certification of clinical laboratories.
- F. The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 56 Fed. Reg. 64175 (1991), 29 CFR §1910.1030, which set safety standards for those workers and facilities who may handle blood borne pathogens.
- G. Laboratory Animal Welfare Act of 1966, 7 USC §§2131 *et seq.* (P.L. 89-544), as amended, pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- H. Article 9102, Texas Revised Civil Statutes (TRCS), as amended, pertaining to standards which eliminate architectural barriers for persons with disabilities.
- I. Health and Safety Code §165.004 (Vernon's Supp. 1998), relating to the promotion of breast-feeding by providing information that encourages breast-feeding to program participants who are pregnant women or mothers with infants. Promotional material may be requested from RECEIVING AGENCY by calling (512) 406-0744.
- J. Environmental standards pursuant to the following:
  - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§4321-4347 (P.L. 91-90) and Executive Order 11514 "Protection and Enhancement of Environmental Quality."

- (2) Notification of violating facilities pursuant to Executive Order 11738 “Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.”
- (3) Protection of wetlands pursuant to Executive Order 11990.
- (4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988.
- (5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§1451 *et seq.*
- (6) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, as amended, 42 USC §§7401 *et seq.*
- (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 USC §§300f-300j (P.L. 93-523).
- (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- K. The Hatch Political Activity Act, 5 USC §§7321-29, which limits the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
- L. The Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable, concerning minimum wage and maximum hours.

PERFORMING AGENCY shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency’s (EPA) list of Violating Facilities and shall notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (Executive Order 11738).

PERFORMING AGENCY shall comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Section 102 (a) requires the purchase of flood insurance in communities where the insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the U.S. Department of Housing and Urban Development as an area having special flood hazards.

As required by Texas Family Code, §231.006, VTCA, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, PERFORMING AGENCY agrees to comply with these provisions, certifies that it is not ineligible to receive the payments specified in this contract, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

PERFORMING AGENCY shall comply with the requirements of the Texas Workers’ Compensation Act, Labor Code, Chapters 401-406, VTCA, and rules promulgated thereunder found at 28 Texas Administrative Code (TAC), Chapter 41, *et seq.*, which cover compensation for employees’ injuries.

When incorporated into a contract, standard assurances contained in the application package, if any, become terms or conditions for receipt of RECEIVING AGENCY funds. PERFORMING AGENCY and its subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

PERFORMING AGENCY shall comply with all federal tax laws and is solely responsible for filing all required state and federal tax forms.

PERFORMING AGENCY shall comply with all applicable requirements of federal and state laws, executive orders, regulations and policies governing the activity described in Attachment(s), and with the applicable standard conditions or assurances prescribed by UGMS in “Part III-State Uniform Requirements for Grants and Cooperative Agreement, Subpart B-Pre-Award Requirements, item \_\_\_.14-State Assurances.”

PERFORMING AGENCY assures it shall not transfer, assign or sell its interest in this contract, or in any equipment purchased with funds from this contract, without the written consent of RECEIVING AGENCY.

#### **ARTICLE 8. Intellectual Property**

Texas Health and Safety Code §12.020(a), VTCA, authorizes RECEIVING AGENCY to apply for, register, secure, hold, and protect a patent, copyright, trademark or other evidence of protection or exclusivity issued in or for intellectual property.

“Intellectual property” consists of inventions; discoveries; improvements to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; computer software; literary works; musical works with any accompanying words; dramatic works with any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works; sound recordings; architectural works; words, names, symbols, devices, slogans or any combination thereof which have been adopted and used by RECEIVING AGENCY to identify goods and/or services and distinguish them from those of others; and any other creative works if they may be protected by a patent, copyright, trademark, service mark, collective mark, or certification mark or other evidence of protection or exclusivity whether or not protection or exclusivity has been applied for or received.

“Mark,” for purposes of trademark and service mark, includes a word, name, symbol, device, slogan or any combination thereof which has been adopted and used by RECEIVING AGENCY to identify goods and/or services and distinguish them from those of others. Federal trademark law also provides for collective marks and certification marks.

“Patent” protects any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement.

“Work made for hire” is a work prepared by an employee within the scope of his or her employment; or a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, and the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire.

The term “works,” for purposes of federal copyright law, includes software; literary works; musical works with any accompanying words; dramatic works with any accompanying music; pantomimes and choreographic works; pictorial, graphic, and sculptural works; motion pictures and other audiovisual works, sound recordings and architectural works.

All work performed that results in the production of original books, manuals, films, or other original material is the exclusive property of RECEIVING AGENCY. All right, title, and interest in and to said property shall vest

in RECEIVING AGENCY upon creation. All work performed shall be deemed to be a “work made for hire” for copyright purposes and made in the course of the services rendered pursuant to this contract. To the extent that title to any such work may not, by operation of law, vest in RECEIVING AGENCY or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to RECEIVING AGENCY. RECEIVING AGENCY shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. PERFORMING AGENCY shall ensure all rights, titles, and interest in and to the intellectual property are secured to RECEIVING AGENCY from PERFORMING AGENCY and its subrecipients. PERFORMING AGENCY agrees to give RECEIVING AGENCY and agrees to require its subrecipients to give RECEIVING AGENCY, or any person designated by RECEIVING AGENCY, all assistance required to perfect the rights defined in this Article, without any charge or expense beyond those amounts payable to PERFORMING AGENCY for the services rendered under the contract.

If federal funds are used to finance activities supported by the contract Attachment(s) that result in the production of original books, manuals, films, or other original material, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright to which a PERFORMING AGENCY or its subrecipient purchases ownership with grant support. PERFORMING AGENCY shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment shall be to the effect that “This publication was made possible by grant number \_\_\_\_\_ from (federal awarding agency)” or “The project described was supported by grant number \_\_\_\_\_ from (federal awarding agency)” and “Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency).”

In the event the terms of a federal grant award the copyright to PERFORMING AGENCY, RECEIVING AGENCY reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for RECEIVING AGENCY, public health, and state governmental noncommercial purposes (1) the copyright, mark, and patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a contractor purchases ownership with grant support.

PERFORMING AGENCY may publish the results of the contract performance if those results are subject to copyright law at its expense with prior RECEIVING AGENCY review and approval. RECEIVING AGENCY will not withhold the approval unreasonably. If RECEIVING AGENCY withholds approval, PERFORMING AGENCY may still publish the results of the contract performance but shall not reference the Texas Department of Health in any manner. If RECEIVING AGENCY approves and owns the copyright, any publication should include “© Texas Department of Health, 1100 West 49th Street, Austin, Texas, (the year of publication), All Rights Reserved.” If PERFORMING AGENCY is the copyright holder, any publication shall include acknowledgment of the support received from RECEIVING AGENCY. At least six copies of any such publication must be provided to RECEIVING AGENCY. RECEIVING AGENCY reserves the right to require additional copies before or after the initial review.

PERFORMING AGENCY and any subrecipient, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations §401.14 or Federal Acquisition Regulations 52.227.11.

## **ARTICLE 9. Historically Underutilized Businesses**

RECEIVING AGENCY shall comply with Texas Government Code, Chapter 2161, VTCA, and 1 TAC §§111.11-111.24 whereby state agencies are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards issued by the state to purchase “goods,” which are defined as “supplies, materials, or equipment,” services, or public works.

If PERFORMING AGENCY subcontracts a portion of this contract, PERFORMING AGENCY agrees to make a good faith effort to subcontract with HUBs during the performance of its contract Attachment(s) with RECEIVING AGENCY and will report HUB subcontract activity on a quarterly basis to RECEIVING AGENCY.

PERFORMING AGENCY and its subrecipient(s), if any, are encouraged to use minority banks (a bank which is owned at least 50 percent by minority group members).

**ARTICLE 10. Certification Regarding License, Certificate, or Permit**

RECEIVING AGENCY may pay PERFORMING AGENCY only for personnel who are duly licensed and/or qualified to perform required services.

PERFORMING AGENCY certifies that no owner, operator, or administrator of PERFORMING AGENCY has had a license, certificate, or permit revoked by any of the Texas state agencies listed below:

Adjutant General’s Department  
Board of Private Investigators and Private Security Agencies  
Interagency Council on Early Childhood Intervention  
Texas Alcoholic Beverage Commission  
Texas Cancer Council  
Texas Children’s Trust Fund of Texas Council  
Texas Commission for the Deaf and Hard of Hearing  
Texas Commission on Alcohol and Drug Abuse  
Texas Commission on Jail Standards  
Texas Commission on Law Enforcement Officers Standards & Education  
Texas Commission on Fire Protection  
Texas Council on Sex Offender Treatment  
Texas Criminal Justice Policy Council  
Texas Department of Criminal Justice  
Texas Department of Human Services  
Texas Department of Mental Health & Mental Retardation  
Texas Department of Protective and Regulatory Services  
Texas Department of Public Safety  
Texas Department of Health  
Texas Health & Human Services Commission  
Texas National Guard Armory Board  
Texas Polygraph Examiners Board  
Texas Rehabilitation Commission  
Texas Youth Commission

**ARTICLE 11. Conflict of Interest**

PERFORMING AGENCY does not have nor shall it knowingly acquire any interest that would conflict in any manner with the performance of its obligations under this contract. Potential conflicts of interest include an existing business or personal relationship between PERFORMING AGENCY, its principal, or any affiliate or subrecipient with RECEIVING AGENCY, its board members, officers or employees, or any other entity or person involved in any way in any project that is the subject of this contract.

**ARTICLE 12. Year-2000 Certification**

PERFORMING AGENCY certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with RECEIVING AGENCY contract requirements will be year-2000-compliant on or before the date such hardware, software, firmware and systems are to be impacted. Year-2000-compliant means that such product operates “accurately” in the manner in which it was intended as it relates to date related operations when given a “valid date” containing century, year, month, and day.

For purposes of this Article, “supplied or supported software, hardware, firmware and micro code products” does not include software supported by RECEIVING AGENCY or an agency of the federal government.

PERFORMING AGENCY is responsible for installing and implementing year-2000-compliant versions of any software provided by RECEIVING AGENCY or an agency of the federal government which is used in performance of this contract.

For purposes of this Article,

1) “accurately” is defined to include the following:

- a) calculations must be correctly performed using four-digit year processing;
- b) functionality-on-line, batch including entry, inquiry, maintenance and updates must support four-digit year processing;
- c) interfaces and reports must support four-digit year processing;
- d) successful translation into year-2000 with the correct system date (e.g., 01/01/2000) must occur without human intervention;
- e) processing with a four-digit year after transition to any date beyond the year 2000 must occur without human intervention;
- f) correct results in forward and backward date calculation spanning century boundaries must be provided;
- g) correct leap year calculations must be performed; and
- h) processing correct results in forward and backward date calculation spanning century boundaries must occur, including the conversion of previous years currently stored as two digits;

2) “date integrity” shall mean all manipulations of time-related data (dates, durations, days of week, etc.) will produce desired results for all valid date values within the application domain;

3) “explicit century” shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity;

4) “extraordinary actions” shall be defined to mean any action outside the normal documented processing steps identified in the product’s reference documentation;

- 5) “general integrity” shall mean no value for current date will cause interruptions in desired operation - especially from the 20th to 21st centuries;
- 6) “implicit century” shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that document;
- 7) “product” or “products” shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code;
- 8) “valid date” shall contain a two-digit month, a two-digit day and a four-digit year.

PERFORMING AGENCY and its subrecipient(s) must obtain a warranty from any vendor/licensor from which it obtains product(s) that product(s) delivered and installed under the contract/license shall be able to accurately process valid date data when used in accordance with the product documentation provided by the contractor/ licensor and require no extraordinary actions on the part of PERFORMING AGENCY, its personnel, or its subrecipient(s). Products under the contract/license possess general integrity, date integrity, explicit and implicit century capabilities. If the contract/license requires that specific products must perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to PERFORMING AGENCY or its subrecipient(s) for breach of the warranty shall be defined in, and subject to, the terms and conditions of the contractor’s standard commercial warranty or warranties contained in the contract/license; provided, that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to PERFORMING AGENCY or its subrecipient(s) shall include repair or replacement of any supplied product whose noncompliance is discovered and made known to the contractor/licensor in writing within ninety (90) days after final acceptance. Nothing in the warranty shall be considered to limit any rights or remedies PERFORMING AGENCY or its subrecipient(s) may otherwise have under the contract/license with respect to defects other than Year-2000 performance.

RECEIVING AGENCY will not hold PERFORMING AGENCY responsible if the information coming to PERFORMING AGENCY’s product/software from RECEIVING AGENCY is inaccurate or corrupt.

### **ARTICLE 13. Standards for Financial and Programmatic Management**

PERFORMING AGENCY shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS as detailed in RECEIVING AGENCY’s Financial Administrative Procedures Manual. Those requirements shall include at a minimum:

- A. Financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
- B. Financial management systems including accurate, correct, and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; and timely and appropriate audits and resolution of any findings; and,
- C. Billing and collection policies, including a fee schedule, a system for discounting or adjusting charges based on a person's income and family size, and a mechanism capable of billing and making reasonable efforts to collect from patients and third parties.

PERFORMING AGENCY must bill all third party payers for services provided under the Attachment(s) before submitting any request for reimbursement to RECEIVING AGENCY. A third party payer is any person or entity

who has the legal responsibility for paying all or part of the services provided, including commercial health or liability insurance carriers, Medicaid, or other federal, state, local and private funding sources. Third party billing functions will be provided by PERFORMING AGENCY at no cost to the client. PERFORMING AGENCY or its subrecipient must become a Medicaid provider if performing approved Texas Medicaid services authorized by the Attachment(s).

PERFORMING AGENCY, if designated a 501(c)(3) organization as defined in the Internal Revenue Service Code or a for-profit organization, and its governing board, shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. Such responsibility shall include: accountability for all funds and materials received from RECEIVING AGENCY; compliance with RECEIVING AGENCY rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and RECEIVING AGENCY's monitoring processes. Further, PERFORMING AGENCY's governing board shall ensure separation of powers, duties, and functions of board members and staff. Ignorance of any contract provisions or other requirements contained or referenced in this contract shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

#### **ARTICLE 14. Bonding**

PERFORMING AGENCY is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under the contract Attachment(s) up to \$100,000 that covers each employee of PERFORMING AGENCY handling funds under this contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance will provide for indemnification of losses occasioned by: 1) any fraudulent or dishonest act or acts committed by any of PERFORMING AGENCY's employees, either individually or in concert with others, and/or 2) failure of PERFORMING AGENCY or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment.

#### **ARTICLE 15. Funding Participation Requirement**

PERFORMING AGENCY agrees funds provided through this contract will not be used for matching purposes in securing other funding unless otherwise directed or approved by RECEIVING AGENCY.

#### **ARTICLE 16. Allowable Costs and Audit Requirements**

Only those costs allowable under UGMS and any revisions thereto plus any applicable federal cost principles are eligible for reimbursement under this contract. Applicable cost principles, audit requirements, and administrative requirements are as follows:

| <b>Applicable Cost Principles*</b>  | <b>Audit Requirements*</b>  | <b>Administrative Requirements*</b> |
|---|---|-------------------------------------|
| OMB Circular A-87, State & Local Governments  | OMB Circular A-133  | UGMS                                |
| OMB Circular A-21, Educational Institutions   | OMB Circular A-133  | OMB Circular A-110                  |
| OMB Circular A-122,<br>Non-Profit Organizations   | OMB Circular A-133 and<br>UGMS  | UGMS                                |
| 48 CFR Part 31, For-profit<br>Organization other than a<br>hospital and an organization<br>named in OMB Circular A-122<br>as not subject to that circular | Program audit conducted by<br>an independent certified<br>public accountant must be<br>in accordance with Govern-<br>mental Auditing Standards. |                                     |

\* OMB Circulars shall be applied with the modifications prescribed by UGMS.



PERFORMING AGENCY must have incurred a cost within the applicable Attachment term to be eligible for reimbursement under this contract. PERFORMING AGENCY must incur cost(s) prior to requesting reimbursement under this contract. No later than 90 days after the end of the applicable Attachment term, RECEIVING AGENCY must receive vouchers from PERFORMING AGENCY for costs encumbered on or before the last day of the applicable Attachment term. Reimbursement requests submitted and postmarked more than 90 days following the end of the applicable Attachment term may or may not be reimbursed, at the discretion of RECEIVING AGENCY.

PERFORMING AGENCY or the AUTHORIZED CONTRACTING ENTITY shall arrange for a financial and compliance audit (Single Audit) if required by OMB Circular A-133 and/or UGMS. The audit shall be of PERFORMING AGENCY's or the AUTHORIZED CONTRACTING ENTITY's fiscal year. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. PERFORMING AGENCY shall procure audit services in compliance with state procurement procedures, as well as with the provisions of UGMS.

If PERFORMING AGENCY is not required to have a Single Audit, a limited scope audit may be required. RECEIVING AGENCY will provide PERFORMING AGENCY with written audit requirements if a limited scope audit is required.

Within 30 days of receipt of the audit reports required by this section, PERFORMING AGENCY/AUTHORIZED CONTRACTING ENTITY shall submit a copy to RECEIVING AGENCY's Internal Audit Division.

#### **ARTICLE 17. Terms and Conditions of Payment**

For services satisfactorily performed pursuant to this contract, RECEIVING AGENCY will reimburse PERFORMING AGENCY for allowable costs. Reimbursements are contingent on a signed contract and will not exceed the total of each Attachment(s). PERFORMING AGENCY is entitled to payment only if the service, work, and/or product has been satisfactorily performed and authorized in accordance with this contract.

PERFORMING AGENCY must submit requests for reimbursement on a State of Texas Purchase Voucher (TDH Form B-13) or any other form designated by RECEIVING AGENCY. PERFORMING AGENCY shall submit vouchers for reimbursement monthly within 30 days following the end of the month covered by the bill. PERFORMING AGENCY shall submit a reimbursement request as a final close-out bill not later than 90 days following the end of the applicable Attachment term(s). Reimbursement requests submitted and postmarked more than 90 days following the end of the applicable Attachment term may not be paid, at the discretion of RECEIVING AGENCY.

For any contract Attachments beginning on or after September 1, 1999, PERFORMING AGENCY shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting cash payments including advance payments from RECEIVING AGENCY.

RECEIVING AGENCY is required to place PERFORMING AGENCY on Direct Deposit status in accordance with Texas Government Code, §403.016(c), VTCA. PERFORMING AGENCY will no longer receive copies of vouchers.

Funding from this contract may not be used to supplant state or local funds, but PERFORMING AGENCY shall use the funds from this contract to increase state or local funds currently available for a particular activity. PERFORMING AGENCY shall maintain its current level of support, if possible.

RECEIVING AGENCY shall determine whether costs submitted by PERFORMING AGENCY are allowable and reimbursable. If RECEIVING AGENCY has paid funds to PERFORMING AGENCY for unallowable or ineligible costs, PERFORMING AGENCY shall return the funds to RECEIVING AGENCY within 30 days of written notice.

RECEIVING AGENCY may withhold all or part of any payments to PERFORMING AGENCY to offset reimbursement for any ineligible expenditures that PERFORMING AGENCY has not refunded to RECEIVING AGENCY. RECEIVING AGENCY may take repayment from funds available under any contract Attachment, active or expired, in amounts necessary to fulfill PERFORMING AGENCY repayment obligations.

#### **ARTICLE 18. Advance Payments**

PERFORMING AGENCY may request a one-time advance for each Attachment only to meet immediate need for cash disbursement. PERFORMING AGENCY must make the request on State of Texas Purchase Voucher, accompanied by written justification and supporting documentation as specified in RECEIVING AGENCY's Financial Administrative Procedures Manual. The advance shall be requested at the beginning of the applicable Attachment period, or at a later time in the applicable Attachment period if circumstances so warrant. Approval of the request for advance will be at the discretion of RECEIVING AGENCY. If the request is approved, the voucher will be processed; if disapproved, RECEIVING AGENCY will provide written notification to PERFORMING AGENCY.

RECEIVING AGENCY will determine the amount of the advance, if any, by the amount and term of the applicable Attachment(s). For each Attachment, the amount of the advance shall not exceed an amount equal to the amount of the Attachment divided by the number of months covered by the Attachment multiplied by two (2). Advance funds will be expended during the applicable Attachment term so that, after the final monthly billing, PERFORMING AGENCY will not have advance funds on hand.

If the Attachment is amended to increase or decrease the total amount, RECEIVING AGENCY may make an upward or downward adjustment to the allowable advance in accordance with the above formula. If PERFORMING AGENCY is requesting an upward adjustment, PERFORMING AGENCY must submit a written justification and State of Texas Purchase Voucher in the amount necessary to correct the ratio. If the adjustment is downward, RECEIVING AGENCY will determine the amount of adjustment to the advance and the method of repayment.

#### **ARTICLE 19. Program Income**

PERFORMING AGENCY may develop a fee-for-service system and a schedule of fees for personal health services in accordance with the provisions of Chapter 12, Subchapter D, Health and Safety Code, VTCA; the Texas Board of Health rules covering Fees for Clinical Health Services, 25 TAC §1.91; and other applicable laws. No patient may be denied a service due to inability to pay.

All revenues directly generated by an Attachment(s) supported activity or earned only as a result of the Attachment(s) during the term of the Attachment(s) are considered program income. PERFORMING AGENCY shall identify and report this income utilizing the forms and time frames specified in the Reports Article of these provisions.

PERFORMING AGENCY shall utilize one of the following methods for applying program income:

1. Additive method - add the program income to the funds already committed to the project by both parties. Program income will be used by PERFORMING AGENCY to further the program

objectives of the state/federal statute under which the Attachment(s) was/were made, and it shall be spent on the same project in which it was generated.

2. Deductive method - deduct the program income from the total allowable costs to determine the net allowable costs.

PERFORMING AGENCY must expend program income during the Attachment term in which it is earned, and may not carry forward to the succeeding term. Program income not expended in the term in which it is earned shall be refunded to RECEIVING AGENCY.

RECEIVING AGENCY may base future funding levels, in part, upon PERFORMING AGENCY's proficiency in identifying, billing, collecting, and reporting program income, and in utilizing it for the purposes and conditions of the applicable Attachment(s).

#### **ARTICLE 20. Overtime Compensation**

PERFORMING AGENCY shall not use any of the funds provided by the Attachment(s) hereto to pay the premium portion of overtime. PERFORMING AGENCY shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the normal rate of pay for hours worked in excess of normal working hours.

#### **ARTICLE 21. Equipment and Supplies**

In accordance with Health & Safety Code, §12.053, VTCA, title to all equipment and supplies purchased from funds from this contract will be in the name of PERFORMING AGENCY throughout the Attachment(s) term(s) or until the Attachment is terminated.

Equipment is defined as tangible nonexpendable property with an acquisition cost of more than \$1,000 and a useful life of more than one year, with the following exceptions: fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, medical equipment, laboratory equipment, and printers. If the unit cost of these exception items is more than \$500, they will still be considered equipment, must be approved for purchase, and are considered capital assets for inventory purposes. Medical and laboratory equipment in this category is defined as microscopes, oscilloscopes, centrifuges, balances, and incubators. Medical and laboratory equipment not included in these five categories is not considered a capital asset unless the unit value is more than \$1,000. Supplies which may be necessary to carry out the contract include medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software less than \$500, plus any equipment with a purchase price including freight not to exceed \$1,000 per item, except those defined as "equipment."

Unless initially listed and approved in the Attachment(s), prior written approval from RECEIVING AGENCY is required for any changes to approved equipment purchases meeting the above equipment definition. To receive approval to purchase data processing hardware and software or enhancements, PERFORMING AGENCY must submit a detailed justification and specification which include a description of features, make and model, and cost, etc.

PERFORMING AGENCY shall maintain a property inventory and submit an annual cumulative report (TDH Form GC-11) to RECEIVING AGENCY no later than October 15th of each year. PERFORMING AGENCY shall administer a program of maintenance, repair, and protection of assets under this contract so as to assure their full availability and usefulness. In the event PERFORMING AGENCY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said assets.

In the event of bankruptcy, PERFORMING AGENCY shall sever RECEIVING AGENCY property, equipment, and supplies in possession of PERFORMING AGENCY from the bankruptcy, and title shall revert to RECEIVING AGENCY.

Upon termination or expiration of applicable Attachment(s), title to any remaining equipment and supplies purchased from funds under this contract reverts to RECEIVING AGENCY. Title may be transferred to any other party designated by RECEIVING AGENCY. RECEIVING AGENCY may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to PERFORMING AGENCY.

#### **ARTICLE 22. Contracts with Subrecipients**

PERFORMING AGENCY may enter into contracts with subrecipients unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY is responsible to RECEIVING AGENCY for the performance of any subrecipient.

Contracts with subrecipients shall be in writing and must include the following:

- name and address of all parties;
- a detailed description of the services to be provided;
- measurable method and rate of payment and total amount of the contract;
- clearly defined and executable termination clause;
- beginning and ending dates which coincide with the dates of the applicable contract Attachment(s) or cover a term within the beginning and ending dates of the applicable contract Attachment(s);
- access to inspect the work and the premises on which any of the work is performed, in accordance with the Inspections Article contained in this contract; and
- all clauses required by state/federal statutes, executive orders, and their implementing regulations.

PERFORMING AGENCY agrees that all contracts with subrecipients containing a categorical budget shall include audit requirements referenced in the Allowable Costs and Audit Requirements Article of this contract, as appropriate.

Prior to entering into an agreement equaling \$25,000 or 25% of an Attachment, whichever is greater, PERFORMING AGENCY shall obtain written approval from RECEIVING AGENCY.

PERFORMING AGENCY shall ensure that:

- subrecipients are fully aware of the requirements imposed upon them by state/federal statutes and regulations;
- subrecipients comply with all financial management requirements as defined by RECEIVING AGENCY and the applicable OMB circulars;
- subrecipients complete required audits;
- an adequate tracking system is maintained to ensure timely receipt of any subrecipient's required audit reports and the resolution of any findings and questioned costs cited by these reports.

#### **ARTICLE 23. Contracts for Procurement**

PERFORMING AGENCY may enter into contracts for procurement unless restricted or otherwise prohibited in specific Attachment(s). PERFORMING AGENCY agrees that it shall be responsible to RECEIVING AGENCY for the performance of any subcontracted activity.

Contracts for procurement shall be in writing and must contain the following provisions:

Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate (contracts other than small purchases).

Termination for cause and for convenience by PERFORMING AGENCY including the manner by which it will be effected and the basis for settlement (all contracts in excess of \$10,000).

Compliance with the Copeland “Anti-Kickback” Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (all contracts and subgrants for construction or repair).

Compliance with §§103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) (construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

Notice of RECEIVING AGENCY requirements and regulations pertaining to reporting.

Notice of RECEIVING AGENCY requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

RECEIVING AGENCY requirements and regulations pertaining to copyrights and rights in data. Access by the RECEIVING AGENCY, the federal grantor agency, the Comptroller General of the United States, the State of Texas or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after RECEIVING AGENCY makes final payments and all other pending matters are closed.

Compliance with all applicable standards, orders, or requirements issued under §306 of the Clean Air Act (42 USC 1857(h)), §508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

Mandatory standards and policies relating to efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).

#### **ARTICLE 24. Reports**

Financial reports are required as provided in UGMS, and PERFORMING AGENCY shall file them regardless of whether expenses have been incurred.

For each Attachment, PERFORMING AGENCY shall submit a Financial Status Report, State of Texas Supplemental Form 269a (TDH Form GC-4a) within 30 days following the end of each of the first three quarters. PERFORMING AGENCY shall submit a final financial report on State of Texas Supplemental Form 269a (TDH Form GC-4a), not later than 90 days following the end of the Attachment term(s). PERFORMING AGENCY shall submit a State of Texas Purchase Voucher if all costs have not been recovered, or PERFORMING AGENCY shall refund excess monies if costs incurred were less than funds received. Failure to file a purchase voucher in a timely manner may result in RECEIVING AGENCY disallowing payment.

PERFORMING AGENCY shall submit program and progress reports required by RECEIVING AGENCY in the format agreed to by the parties. PERFORMING AGENCY shall provide RECEIVING AGENCY other reports including financial reports RECEIVING AGENCY determines necessary to accomplish the objectives of this

contract. If PERFORMING AGENCY is legally prohibited from providing such reports, it shall immediately notify RECEIVING AGENCY.

**ARTICLE 25. Inspections**

RECEIVING AGENCY and, when federal funds are involved, any authorized representative(s) of the federal government have the right, at all reasonable times, to inspect or otherwise evaluate the work (including reviews of client or patient records and discussions with staff) performed by PERFORMING AGENCY and its subrecipient(s), if any, and the premises on which the work is being performed. PERFORMING AGENCY and its subrecipient(s) shall participate in inspections and provide reasonable access, facilities, and assistance to the representatives. All inspections and evaluations will be performed in such a manner as will not unduly interfere with the work.

PERFORMING AGENCY and its subrecipient(s), if any, shall give RECEIVING AGENCY, the federal government, and the Texas State Auditor, or any of their duly authorized representatives, access to any pertinent books, documents, papers, and client or patient records, if any, for the purpose of making audit, examination, excerpts, and transcripts of transactions related to contract Attachment(s). RECEIVING AGENCY will have the right to audit billings both before and after payment. Payment under Attachment(s) will not foreclose the right of RECEIVING AGENCY to recover excessive or illegal payments.

Any deficiencies identified by RECEIVING AGENCY upon examination of PERFORMING AGENCY's records will be conveyed in writing to PERFORMING AGENCY. PERFORMING AGENCY's resolution of findings will also be conveyed in writing to RECEIVING AGENCY within 30 days of receipt of RECEIVING AGENCY's findings. A RECEIVING AGENCY determination of either an inadequate or inappropriate resolution of the findings may result in sanctions which will remain in effect until RECEIVING AGENCY determines the deficiencies are properly remedied.

**ARTICLE 26. Records Retention**

PERFORMING AGENCY shall retain, preserve and make available all required records for a period of three years from the date of the last expenditure report submitted under contract Attachment(s) or until all audit questions are resolved, or until any court orders requiring record retention are dissolved, whichever time period is longer. Microfilm copies of records required to be kept under the Attachment(s) may be substituted for the originals in accordance with guidelines and procedures approved by RECEIVING AGENCY, provided that the microfilm procedures are reliable and are supported by an adequate retrieval system, unless otherwise ordered by a court of general jurisdiction.

**ARTICLE 27. Client Records**

Notwithstanding any other provision herein, if requested by RECEIVING AGENCY, PERFORMING AGENCY shall share all patient information with RECEIVING AGENCY when the contract involves patient care by the PERFORMING AGENCY.

RECEIVING AGENCY may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to another agency or to RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

In the event of termination, RECEIVING AGENCY may require the transfer of client or patient records as authorized by law upon written notice to PERFORMING AGENCY, either to another entity that agrees to continue the service or to RECEIVING AGENCY.

At the end of the Attachment term, PERFORMING AGENCY shall give RECEIVING AGENCY access to the records or provide copies for audit, examination, evaluation, inspection, litigation, or other circumstances that may arise, to the extent authorized by law.

PERFORMING AGENCY, or any subrecipient, shall not otherwise transfer an identifiable client record, including a patient record, to another entity or person without written consent from the client or patient, or someone authorized to act on his or her behalf. Written consent must be given on a form provided by RECEIVING AGENCY or as otherwise authorized by law, including the Texas Medical Practice Act, Article 4495b, TRCS.

#### **ARTICLE 28. Confidentiality**

PERFORMING AGENCY shall have a system in effect to protect client or patient records and all other documents deemed confidential by law which are maintained in connection with the activities funded under this contract.

PERFORMING AGENCY shall not disclose or transfer confidential client or patient information, including information required by the Reports Article, except in accordance with applicable law.

If providing direct client care, services, or programs, PERFORMING AGENCY shall implement RECEIVING AGENCY's workplace policies based on the model guidelines, and PERFORMING AGENCY shall educate employees and clients concerning the human immunodeficiency virus (HIV) and its related conditions, including acquired immunodeficiency syndrome (AIDS), in accordance with the Health and Safety Code, §§85.112-114, VTCA.

#### **ARTICLE 29. Hold Harmless**

PERFORMING AGENCY, as an independent contractor, agrees to hold RECEIVING AGENCY and/or the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments, and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of PERFORMING AGENCY under this contract.

#### **ARTICLE 30. Sanctions**

RECEIVING AGENCY may impose sanctions for any breach of contract, and will monitor PERFORMING AGENCY for both programmatic and financial compliance. RECEIVING AGENCY may, at its own discretion, impose one or more sanctions for each item of noncompliance and will determine sanctions on a case-by-case basis. A state or federal statute, rule, regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both.

RECEIVING AGENCY may:

- A. terminate all or a part of the contract. Termination is the permanent withdrawal of PERFORMING AGENCY's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by PERFORMING AGENCY to obligate previously awarded funds. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY after termination of an award are not allowable unless expressly authorized by the notice of termination. Termination does not include: (1) withdrawal of funds awarded on the basis of the PERFORMING AGENCY's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance as of the expiration of a contract; (3) refusal to extend a contract or award additional funds, to make a competing or noncompeting continuation, renewal, extension, or supplemental award; or (4) voiding

of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception;

- B. suspend all or part of the contract. Suspension is, depending on the context, either (1) the temporary withdrawal of PERFORMING AGENCY's authority to obligate funds pending corrective action by PERFORMING AGENCY or its subrecipient(s) or pending a decision to terminate or amend the contract, or (2) an action taken by a suspending official in accordance with agency regulations implementing Executive Order 12549 to immediately exclude a person from participating in contract transactions for a period, pending completion of an investigation and such legal or debarment proceedings as may ensue. PERFORMING AGENCY costs resulting from obligations incurred by PERFORMING AGENCY during a suspension are not allowable unless expressly authorized by the notice of suspension;
- C. disallow (deny both use of funds and matching credit for) all or part of the activities or action not in compliance;
- D. temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of advances or reimbursements to PERFORMING AGENCY or its subrecipient(s) for proper charges or obligations incurred, pending resolution of issues of noncompliance with contract conditions or indebtedness to the United States or to the State of Texas;
- E. permanently withhold cash payments. Permanent withholding of cash payment means that RECEIVING AGENCY retains funds billed by PERFORMING AGENCY or its subrecipient(s) for a) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; b) failure to comply with contract provisions; or c) indebtedness to the United States or to the State of Texas;
- F. deny contract renewal or future contract awards to a PERFORMING AGENCY for a certain period of time not to exceed five years;
- G. delay contract execution with PERFORMING AGENCY while other imposed or proposed sanctions are pending resolution;
- H. place PERFORMING AGENCY on probation. Probation means that PERFORMING AGENCY will be placed on accelerated monitoring for a period not to exceed six months at which time items of noncompliance must be resolved or substantial improvement shown by PERFORMING AGENCY;
- I. conduct accelerated monitoring of PERFORMING AGENCY. Accelerated monitoring means more frequent or more extensive monitoring will be performed by RECEIVING AGENCY than would routinely be accomplished;
- J. require PERFORMING AGENCY to obtain technical or managerial assistance;
- K. disallow requests for reimbursement by disapproving costs or fees submitted for payment or reimbursement by PERFORMING AGENCY;
- L. establish additional prior approvals for expenditure of funds by PERFORMING AGENCY;
- M. require additional, more detailed, financial and/or programmatic reports to be submitted by PERFORMING AGENCY;
- N. demand repayment from PERFORMING AGENCY;



- O. reduce the contract funding amount for failure to achieve or maintain the proposed level of service, to expend funds appropriately and at a rate which will make full use of the award, or to provide services as set out in the contract; and
- P. impose other remedies provided by law.

RECEIVING AGENCY will formally notify PERFORMING AGENCY in writing when a sanction is imposed (with the exception of accelerated monitoring, which may be unannounced), stating the nature of the sanction(s), the reasons for imposing them, the corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the sanctions imposed.

PERFORMING AGENCY is required to file, within 15 days of receipt of notice, a written response to RECEIVING AGENCY's program/division that sent the notice, acknowledging receipt of such notice and stating how PERFORMING AGENCY will correct the noncompliance or demonstrating in writing that the findings on which the sanctions are based are either invalid or do not warrant the sanction(s). If RECEIVING AGENCY determines that a sanction is warranted, and unless the sanction is subject to review (see Sanction Review Article), RECEIVING AGENCY's decision is final and PERFORMING AGENCY must take corrective action.

In an emergency, RECEIVING AGENCY may immediately terminate or suspend all or part of the contract, temporarily or permanently withhold cash payments, deny contract renewal or future contract awards, or delay contract execution by delivering written notice to a PERFORMING AGENCY, by any verifiable method, stating the reason for the emergency action.

An "emergency" is defined as the following:

PERFORMING AGENCY is noncompliant and the noncompliance has a direct adverse impact on the public or client health or safety. The direct adverse impact may be programmatic or financial, impacting health or safety by failing to provide services, providing inadequate services, providing unnecessary services, or utilizing resources so that the public or clients do not receive the benefits contemplated by the contract scope of work or performance measures;

PERFORMING AGENCY fails to achieve a performance measure;

PERFORMING AGENCY is reimbursed or requesting reimbursement for expenditures which are not in accordance with applicable federal or state laws and regulations or the provisions of the contract; or

PERFORMING AGENCY is expending funds inappropriately.

Whether PERFORMING AGENCY's conduct or inaction is an emergency shall be determined by RECEIVING AGENCY on a case-by-case basis and shall be based upon the egregious nature of the noncompliance or conduct.

#### **ARTICLE 31. Sanction Review**

PERFORMING AGENCY may request a review of the imposition of the following sanctions: termination of all or part of the contract, suspension of all or part of the contract, permanent withholding of cash payments, and denial of contract renewal or future contract awards.

PERFORMING AGENCY must make the request for review in writing to RECEIVING AGENCY within fifteen (15) days from the date of notification by providing written notice of the dispute to the person who signed the notification.

PERFORMING AGENCY's notice shall contain the following: (1) a copy of the letter from RECEIVING AGENCY notifying PERFORMING AGENCY of the sanction; (2) a specific description of each act that is the basis for the dispute; (3) the grounds upon which PERFORMING AGENCY bases the complaint; (4) an identification of the issue

or issues to be resolved; (5) a precise statement of the relevant facts; (6) any documentation in support of PERFORMING AGENCY's position; and (7) a statement and authorities in support of PERFORMING AGENCY's position.

Evidence that PERFORMING AGENCY properly notified RECEIVING AGENCY consists of any of the following documents: (1) signature on delivery card; (2) confirmation of a facsimile to the correct telephone number; or (3) signed acknowledgment of delivery.

RECEIVING AGENCY's representative will schedule a meeting or a conference call to attempt to resolve the issues in dispute. If the dispute is resolved, any resolution will be in writing and will be signed by all parties. If the dispute is not resolved, RECEIVING AGENCY's representative will notify PERFORMING AGENCY in writing. RECEIVING AGENCY will appoint a reviewer(s), who will review the information, who may permit or require additional information and who may grant, deny, or modify all relief requested in the written notice of dispute. The reviewer(s)'s decision will be in writing and will contain a discussion of the reason for the decision and the remedial action, if any. The reviewer(s) will send copies of the decision to all parties by any verifiable means. The decision of the reviewer(s) is final and is the final action of RECEIVING AGENCY for purposes of further proceedings.

A state statute or rule or a federal statute, regulation or guideline will prevail over the provisions of this Article unless the statute, rule, regulation or guideline can be read together with the provision or provisions of this Article to give effect to both.

#### **ARTICLE 32. Breach of Contract**

Any remedies set out in this contract are in addition to rights and remedies for breach of contract provided by law.

#### **ARTICLE 33. Termination**

Each Attachment shall terminate upon the expiration date of the Attachment unless extended by written amendment in accordance with the Amendments Article. Prior to completion of the contract term, all or a part of this contract may be terminated with or without cause as set out below.

A. Termination without cause.

- (1) Either party may terminate this contract with at least 90 days prior written notice to the other party.
- (2) The parties may terminate this contract by mutual agreement.
- (3) Either party may terminate this contract with at least 30 days prior written notice to the other party in the event state and/or federal funding for this contract is terminated, limited, suspended, or withdrawn.
- (4) RECEIVING AGENCY may terminate this contract when, in the sole determination of RECEIVING AGENCY, termination is in the best interest of the State of Texas.

B. Termination for cause.

- (1) Either party may terminate for material breach of contract with at least 30 days written notice to the other party.

- (2) RECEIVING AGENCY may terminate this contract, in whole or in part, for breach of contract or for risky conduct by giving at least 30 days written notice to PERFORMING AGENCY. "Risky conduct" may include one or more of the following:
- (a) A court of competent jurisdiction finds that PERFORMING AGENCY has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
  - (b) PERFORMING AGENCY fails to communicate with RECEIVING AGENCY or fails to allow its employees or those of its subrecipients to communicate with RECEIVING AGENCY as necessary to the performance of the contract;
  - (c) PERFORMING AGENCY breaches a standard of confidentiality with respect to the services provided under this contract;
  - (d) RECEIVING AGENCY determines that PERFORMING AGENCY is without the personnel or resources to perform under the contract;
  - (e) RECEIVING AGENCY determines that PERFORMING AGENCY, its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an official or employee of RECEIVING AGENCY for the purpose of obtaining a contract or favorable treatment;
  - (f) PERFORMING AGENCY's management system does not meet the UGMS management standards; or
  - (g) PERFORMING AGENCY appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    - (i) PERFORMING AGENCY fails to make payments;
    - (ii) PERFORMING AGENCY makes an assignment for the benefit of its creditors;
    - (iii) PERFORMING AGENCY admits in writing its inability to pay its debts generally as they become due;
    - (iv) If judgment for the payment of money in excess of \$50,000 (which is not covered by insurance) is rendered by any court or governmental body against PERFORMING AGENCY, and PERFORMING AGENCY does not (a) discharge the judgment or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within 30 days from the date of entry thereof, and within the 30-day period or a longer period during which execution of the judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefore as may be required under generally accepted accounting principles;
    - (v) A writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of PERFORMING AGENCY, and such writ or warrant of attachment or any similar process is not released or bonded within 30 days after its entry;

- (vi) PERFORMING AGENCY is adjudicated bankrupt or insolvent;
- (vii) PERFORMING AGENCY files a case under the Federal Bankruptcy Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
- (viii) Any property or portion of the property of PERFORMING AGENCY is sequestered by court order and the order remains in effect for more than 30 days after PERFORMING AGENCY obtains knowledge thereof;
- (ix) A petition is filed against PERFORMING AGENCY under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within 30 days; or
- (x) PERFORMING AGENCY consents to the appointment of a receiver, trustee, or liquidator of PERFORMING AGENCY or of all or any part of its property.

C. Emergency termination. RECEIVING AGENCY may terminate the contract immediately upon notice to PERFORMING AGENCY in an emergency by any verifiable means. "Emergency" is defined in the Sanctions Article.

Either party may deliver written notice of intent to terminate by any verifiable method. If either party gives notice of its intent to terminate all or a part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will try to resolve any issues related to the anticipated termination in good faith during the notice period. Upon termination of all or part of this contract, RECEIVING AGENCY and PERFORMING AGENCY will be discharged from any further obligation created under the applicable terms of this contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination. Termination does not, however, constitute a waiver of any remedies for breach of this contract. In addition, the obligations of PERFORMING AGENCY to retain records and maintain confidentiality of information shall survive this contract.

#### **ARTICLE 34. Void Contract**

RECEIVING AGENCY may hold a contract void upon determination that the contract award was obtained fraudulently or was otherwise illegal or invalid from its inception.

#### **ARTICLE 35. Severability**

If any provision of this contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

#### **ARTICLE 36. Survival of Terms**

Termination or expiration of this contract for any reason shall not release either party from any liabilities or obligations set forth in this contract that (a) the parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

**ARTICLE 37. No Waiver of Sovereign Immunity**

**THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY RECEIVING AGENCY OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT RECEIVING AGENCY OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.**

**APPENDIX B**

**SAMPLE QUARTERLY REPORT FORM**
**Title V Population-Based Projects**
**Form POPR-1 2/01**
**CONTRACTOR PROGRAM PERFORMANCE REPORT  
INSTRUCTIONS**

Please follow the instructions when reporting:

**Section 1a: Year of Project**

Check Year of Project

- Year 1 (Sept. 1, 1996-August 31, 1997)
- Year 2 (Sept. 1, 1997-August 31, 1998)
- Year 3 (Sept. 1, 1998-August 31, 1999)
- Year 4 (Sept. 1, 1999-August 31, 2000)
- Year 5 (Sept. 1, 2000-August 31, 2001)

**Section 1b: Quarter**

Check report Quarter

- Quarter 1 (Sept. 1 - November 30)
- Quarter 2 (Dec. 1 - February 28)
- Quarter 3 (Mar. 1 - May 31)
- Quarter 4 (June 1 - August 31)

**Section 2: Project Title, Organization & Address**

List project title, name of organization and address.

**Section 3: Project Status for Current Budget Period**

Transcribe all goals, objectives and activities from the One-Year Work Plan to the Program Performance Report and enter cumulative progress.

- # Enter the numbered goal, objective, and activity(ies) to achieve the objective.
- # Repeat for all goals, objectives and activities using continuation page(s). Use as many continuation pages as needed to transcribe all goals, objectives and activities.
- # Enter progress for Quarter 1 in Progress/Cumulative Accomplishments box. Keep it concise and quantitative. This section may include additional statements about efforts to achieve an objective (e.g., public information, presentations, products developed) that were not in the original One-Year Work Plan list of activities.
- # For Quarter 2, summarize the cumulative progress accomplished from the beginning of Quarter 1 to the end of Quarter 2 in the Progress/Cumulative Accomplishments box.
- # For Quarters 3 and 4, repeat the same procedure as for Quarter 2. The Quarter 4 report will be used as an annual report for the project and should summarize progress for all quarters.

**Section 4a: Project Objectives/Activities Delayed**

Only if necessary, specify each delayed objective/activity (include #).

**Section 4b: Plan of Correction**

If any objectives/activities are delayed, describe your plan of action to deal with the delay to get the objective or activity back on schedule, or action taken to revise targeted completion date.

**Section 5: Problems/Issues**

Only if necessary, describe any major problems or issues that you are experiencing in conducting the project.

**Section 6: Major Findings/Products Developed/Outcomes**

List any products developed or outcomes achieved during the quarter. Send two copies of major products (e.g., videos, special reports, studies, resource manuals) to the Regional Office. Indicate if materials are attached to this report.

**Section 7: Signature Blocks**

All Program Performance Reports must be reviewed, signed, and dated by both the Project Director and the Financial Officer.

## CONTRACTOR PROGRAM PERFORMANCE REPORT

| Section 1a                           | Section 1b                            |
|--------------------------------------|---------------------------------------|
| Year of Project: 1__ 2__ 3__ 4__ 5__ | Quarter: 1__ 2__ 3__ 4-Annual/Final__ |

| Section 2   |
|---|
| Project Title: _____<br>_____<br>Organization: _____<br>_____<br>Address: _____<br>City: _____ Zip: _____ |

| Section 3                        | Project Status for Current Budget Period |                                     |
|----------------------------------|--|-------------------------------------|
| Goal # ____:                     |  |                                     |
| Objective # ____:                |  |                                     |
| Activities (list all activities) |  |                                     |
| Activity #<br>(1,2,3,..)         | Activity                                 | Progress/Cumulative Accomplishments |
|                                  |  |                                     |

## CONTRACTOR PROGRAM PERFORMANCE REPORT

| <b>Section 3</b> <b>Project Status for Current Budget Period</b> (continuation page) |          |                                     |
|--|----------|-------------------------------------|
| Goal # ____:   |          |                                     |
| Objective # ____:  |          |                                     |
| Activities (list all activities)   |          |                                     |
| Activity #<br>(1,2,3,...)  | Activity | Progress/Cumulative Accomplishments |
|  |          |                                     |



## CONTRACTOR PROGRAM PERFORMANCE REPORT

| Section 4a<br>Project Objectives/Activities Delayed     | Section 4b<br>Plan of Correction              |
|---|---|
|   |   |
| Section 5<br>Problems/Issues                            |   |
|   |   |
| Section 6<br>Major Findings/Products Developed/Outcomes |   |
|   |   |
| Section 7   |   |
|   |   |
| Project Director _____                                  | Date _____ Financial Officer _____ Date _____ |

**APPENDIX C****DEFINITION OF PROGRAM TERMS****Activity**

A method or coordinated series of steps taken to move toward achievement of the objective. Multiple activities under each objective should be logically sequenced in order of start date. Each activity should include a completion date.

**Evaluation**

Research or investigation using an assessment process and measures that document the contribution of activities toward meeting the goals and objectives of the project. Documentation may include (but are not limited to) surveys of perception of change, coalition charters to indicate community collaboration, improvement in targeted health status indicators, and additional funding for public health.

**Goal<sup>1</sup>**

General ends toward which projects direct their efforts. A goal addresses issues by stating policy intention, e.g., desired levels of health status or systems of services (systems development). Goals are both qualitative and quantifiable, but are not quantified. In a strategic planning system, goals are ranked for priority. Goals stretch and challenge an agency, but they are realistic and achievable.

**Health Status Objective**

A specific, measurable statement about the desired extent of improvement in a health status problem.

**Health Status Indicator**

A specific unit of measure by which change in the health status objective is documented (e.g., rate per 1000 individuals, percent of total population affected, actual number affected).

**Impact<sup>1</sup>**

Effect(s) of actions taken as a result of activities associated with project goals and objectives. This is traditionally measured quantitatively; however, qualitative assessments can reveal much about the impact on social and behavioral changes. Using methods from both research areas probably provides the greatest measure of impact a project has had.

**Measure**

A standard used (unit of measure) to quantify the amount of change. When the change cannot be quantified, qualitative methods, such as interviews, surveys, and record reviews may be used to indicate the amount of change.

**Monitoring**

Routine assessment of progress toward achievement of the objective and activity. Documentation of the steps to be taken to complete the activity. Documentation may be in the form of minutes of meetings, collection of data, telephone logs, etc.

**Objectives<sup>1</sup>**

Clear targets for specific action. They mark quantifiable interim steps toward achieving a project's long-range mission and goals. Linked directly to program goals, objectives are measurable, time-based statements of intent. They emphasize the results of agency actions at the end of a specific time period.

**Outcome Measures<sup>1</sup>**

Indicators of the actual impact or effect upon a stated condition or problem. They are tools to assess the effectiveness of a program's performance and the public benefit derived from it. An outcome measure is typically expressed as a percentage, rate, or ratio.

**Output Measures<sup>1</sup>**

Tools, or indicators, to count the services and goods produced by a project. The number of people receiving a service and the number of services delivered are often used as measures of output.

**Qualitative Evaluation Methods**

These methods identify the presence or absence of something related to your project.<sup>2</sup> This kind of study allows the investigator to look at an issue or a project in depth to obtain greater detail for potentially better understanding of the situation. In general, there are three ways to gather qualitative data: (1) in-depth, open-ended interviews [may include focus groups and other group interviewing techniques]; (2) direct observations; and (3) analysis of written documents like meeting records, correspondence, official publications and reports, personal diaries, open-ended written responses to surveys and questionnaires, etc.<sup>3</sup>

**Quantitative Evaluation Methods**

These methods consistently measure the degree to which some feature is present.<sup>2</sup> Quantitative information allows us to draw comparisons with a great deal of reliability and to generalize our findings beyond the situation(s) observed.<sup>3</sup> Quantitative methods usually involve collecting, counting, and comparing data, e.g., seeing how many women go to prenatal education classes this year as compared to last year; determining whether the number of low birthweight babies has dropped significantly.<sup>3</sup>

**Research<sup>4</sup>**

To conduct a careful and diligent search or investigation in order to explore, explain, describe, and/or predict. For the purposes of this program, the term research generally applies to conducting community needs and resource assessments and project evaluations.

**Responsible Staff**

The position title and name (if available) of the individual accountable for completion and documentation of the activity.

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<sup>1</sup> Adapted from *Instructions for Preparing and Submitting Agency Strategic Plans—Fiscal Years 1999-2003*, issued jointly by the Governor's Office of Budget and Planning and the Legislative Budget Board on January 30, 1998.

<sup>2</sup> Kirk, J. & Miller, M. L. (1986). *Reliability and validity in qualitative research*. Newbury Park: Sage Publications.

<sup>3</sup> Patton, M. Q. (1990). *Qualitative evaluation and research methods*. Newbury Park: Sage Publications.

<sup>4</sup> Marshall, C. & Rossman, G. B. (1989). *Designing qualitative research*. Newbury Park: Sage Publications.

**APPENDIX D**

**FIVE-YEAR REPORT OUTLINE**

**YOU WILL BE EXPECTED TO FOLLOW THIS OUTLINE WHEN PRODUCING YOUR REPORT.**

**SECTION 1. Introduction**

- a) Project Purpose, Goals and Major Objectives
- b) Target population's social, educational and/or behavioral needs, local health needs, and/or public health infrastructure needs
- c) MCH Health Status Objectives

**SECTION 2. Method**

- a) Summary of primary methods and activities used to address objectives
- b) Years 1 - 5 Project Evaluation Plan
  - 1) Structure Variables
  - 2) Process Variables
  - 3) Impact Variables (i.e., changes)

**SECTION 3. Project Results (unbiased account of what was/was not implemented)**

- a) Summary of major accomplishments
- b) List of major objectives/activities not implemented with explanation
- c) MCH health status objectives and indicators table with most recent data

**SECTION 4. Project Findings (project evaluation, i.e., “best practices” and “lessons learned from things that didn’t work”)**

- a) Structure
- b) Process
- c) Impact — project-related changes in knowledge, behaviors, organizational structures, etc.

**SECTION 5. Recommendations to TDH**

- a) Future topics
- b) “Lessons learned”
- c) “Best practices”

**SECTION 6. Appendices**

- a) List of all products developed and/or used by the project
- b) Copy of all materials developed by the project

## FIVE-YEAR REPORT INSTRUCTIONS

The purpose of the Five-Year Report is to provide a summary and evaluation of the entire project, Year 1 through the end of Year 5. The report will serve as a record of accomplishments, best practices, and lessons learned in addressing local health needs for targeted maternal and child health (MCH) populations and in establishing local public health infrastructures. It will document baseline and final year MCH status indicators and project staff's perceptions about whether project activities contributed to maintaining or improving community health status indicators.

During Year 5, contractors will be responsible for completing only three quarterly reports (Quarters 1-3). **No 4<sup>th</sup> quarter report will be required during Year 5. Instead, contractors will complete and submit their project's Five-Year Report to TDH by September 30, 2001.**

Although additional work will be required to complete the Five-Year Report, some information you will need for the report can be taken from existing materials (e.g., Work Plans, quarterly reports, and the Year 5 application).

### SECTION 1. Introduction

- c) Project Purpose, Goals and Major Objectives
- d) MCH target population's social, educational and/or behavioral needs, local health needs, and/or public health infrastructure needs to be addressed
- e) MCH Health Status Objectives: baseline indicators (from Year 1 or whatever year you were able to establish local baseline indicators) and Indicators projected for Year 5 (Use the table from your Year 5 application.)

### SECTION 2. Method

- a) Summary of primary methods and activities used to address objectives for Years 1-5
- b) Years 1 - 5 Project Evaluation Plan
  - 1) Structure Variables: project staffing (e.g., number, skills, and salary levels); baseline local health needs (e.g., teen pregnancy, late entry into prenatal care); baseline local public health infrastructure (e.g., characteristics of health and human services systems and environment)
  - 2) Process Variables: basic project model (e.g., "IT TAKES TWO" training program) and/or major categories, or types, of activities and general time lines for implementing activities
  - 3) Impact Variables:
    - (a) changes in target population (e.g., knowledge, behavior, or health status);
    - (b) changes in local health needs (e.g., reduction, increase, shift of emphasis)
    - (c) changes in local public health infrastructure (e.g., development of systems including data systems, MCH coalitions, interdisciplinary training programs)

### SECTION 3. Project Results (unbiased account of what was/was not implemented)

- a) Summary of major accomplishments achieved in addressing Work Plan objectives/activities
- b) List of major objectives/activities not implemented and explanation of omission
- c) MCH health status objectives and indicators table with most recent data entered [Use table from the FY 2001 application.]

**SECTION 4. Project Findings (project evaluation, i.e., “best practices” and “lessons learned from things that didn’t work”)**

Provide synthesis and major conclusions centered around:

- a) Structure: Best practices (successes, planned and incidental) and lessons learned (things you would NOT do or would do differently) related to project structure
- b) Process: Best practices (successes, planned and incidental) and lessons learned (things you would NOT do or would do differently) related to project processes
- c) Impact: Best practices (successes, planned and incidental) and lessons learned (things you would NOT do or would do differently) related to what you wanted to accomplish, e.g.,
  - 1) changes in target population knowledge or behavior: discussion of perceived or demonstrated relationship between project activities and changes in health behavior/knowledge;
  - 2) changes in target population health status, if any: i) discussion of baseline and projected MCH health status indicators versus the most recent indicators and ii) perceived or demonstrated relationship of project activities to changes in health status;
  - 3) changes in local health needs (e.g., reduction, increase, shift of emphasis) and role project appeared to play in those changes; and
  - 4) changes in local public health infrastructure and role project appeared to play in those changes.

**SECTION 5. Recommendations**

To TDH for the development of the Population-Based Program:

- a) List future topics for MCH funded projects based on your project’s activities and findings — a topic should have implications for improving health status of MCH populations in their communities.
- b) “Lessons learned” — List methods and activities that you think TDH should avoid or de-emphasize in future RFP/RFAs and explain why you believe TDH should take this action.
- c) “Best practices” — List methods and activities that you believe should be replicated in future RFP/RFAs. These recommendations may include what you learned from unanticipated positive outcomes or impact of the project.

**SECTION 6. Appendices**

- a) Complete a list of all products developed by the project and of all used or adapted from other sources (e.g., curriculum materials, brochures, by-laws). For products developed by the project, provide the title and a brief description of the item. For commercially available and public domain products, list the product title, its source, and a brief description.

*NOTE: Use the table format from Section II, Part 3 of the FY 2001 application for funds.*

- b) Submit a copy of all materials developed by the project only. Whenever possible, provide an electronic copy of each product.

|                   |
|-------------------|
| <b>APPENDIX E</b> |
|-------------------|

The following Example of a Work Plan is provided to help you complete this year's Work Plan. Note the numbering system for the goals, objectives, and activities. Use this numbering system throughout your Work Plan (e.g., Goal 1/Objective 1.1 have three activities, 1.1.1, 1.1.2, 1.1.3; and Goal 1/Objective 2 have only one activity, 1.2.1 — refer to Appendix D for a numbering guide).

**WORK PLAN**

|   |                   |                        |
|---|-------------------|------------------------|
| <b>Goal 1:</b> To reduce fetal alcohol syndrome and improve maternal health in Francis County by determining the incidence and prevalence of maternal substance abuse and by developing a substance abuse awareness program.  |                   |                        |
| <b>Health Status Objective(s):</b> (e.g., Healthy People 2010, Pan American, Healthy Texans Include citation with each objective)<br><b>14.4:</b> Reduce the incidence of fetal alcohol syndrome to no more than 0.12 per 1,000 live births. (Healthy People 2000)<br><b>14.10:</b> Increase abstinence from tobacco use by pregnant women to at least 90% and increase abstinence from alcohol, cocaine and marijuana by pregnant women by at least 20%. (Healthy People 2000) |                   |                        |
|   | <b>Start Date</b> | <b>Completion Date</b> |
| <b>Objective 1.1:</b> To conduct a survey of prenatal and family planning clients in all Title V public health clinics in Francis County to estimate the prevalence of substance-abusing women.   | 9/1/00            | 8/31/01                |
| <b>Activity 1.1.1:</b> Develop a survey project design and collect the data.  | 10/15/00          | 12/31/00               |
| <b>Output Measure(s):</b> Project design report; survey instrument; number of surveys returned  |                   |                        |
| <b>Monitoring:</b> Follow progress in development of the survey design and data collection, e.g., asks appropriate questions, is field-tested, etc.   |                   |                        |
| <b>Evaluation:</b> Field-testing of instrument; assessment of results; refinement of instrument   |                   |                        |
| <b>Responsible Staff:</b> Project director  |                   |                        |

|   | Start Date | Completion Date |
|---|------------|-----------------|
| <b>Activity 1.1.2:</b> Analyze survey results and complete maternal substance abuse report.                                       | 9/1/00     | 3/31/01         |
| <b>Output Measure(s):</b> Draft report that includes survey results and county maternal substance abuse prevalence baseline data. |            |                 |
| <b>Monitoring:</b> Follow progress in analyzing data.   |            |                 |
| <b>Evaluation:</b> Weigh how representative the sample is; cross-validate data collected.   |            |                 |
| <b>Responsible Staff:</b> Project director  |            |                 |

|  | Start Date | Completion Date |
|--|------------|-----------------|
| <b>Activity 1.1.3:</b> Present survey results to community leaders and interested persons.   | 1/15/01    | 6/30/01         |
| <b>Output Measure(s):</b> Project design report; survey instrument of community response; number of surveys returned; data from returned surveys |            |                 |
| <b>Monitoring:</b> Follow progress in development of the survey design; data collection; and development of the presentation.                    |            |                 |
| <b>Evaluation:</b> Determine (1) whether survey findings reveal a community need and (2) how responsive the community is to meeting those needs. |            |                 |
| <b>Responsible Staff:</b> Project director   |            |                 |



|  |                   |                        |
|--|-------------------|------------------------|
| <b>Goal 1:</b> <i>[There is no need to restate the goal for each new objective; only state the goal with the first objective under each new goal, but be certain to number objectives and activities correctly.]</i> |                   |                        |
|  | <b>Start Date</b> | <b>Completion Date</b> |
| <b>Objective 1.2:</b> Design a substance abuse awareness program based on the survey results by August 31, 1998.   | 12/15/00          | 8/31/01                |
| <b>Activity 1.2.1:</b> Develop an informational brochure addressing fetal alcohol syndrome and maternal health.  | 12/15/00          | 3/31/01                |
| <b>Output Measure(s):</b> Substance abuse awareness raised by informational brochure   |                   |                        |
| <b>Monitoring:</b> Follow progress in development of the brochure, e.g., subcontracts meeting deadlines, materials ready for production, etc.  |                   |                        |
| <b>Evaluation:</b> Field-test to determine whether the brochure will raise awareness & survey target population for responses.   |                   |                        |
| <b>Responsible Staff:</b> Project director   |                   |                        |

**APPENDIX F****WORK PLAN NUMBERING SYSTEM**Numbering Goals, Objectives and Activities

All goals, objectives and activities need to be numbered using a standard system. This will help contractors in project planning, monitoring and reporting. It will help TDH staff in reviewing project Work Plans and reports, in identifying areas for technical assistance, in contract management and quality assurance activities. It will increase organization and facilitate communication about projects for all parties.

Please use the following numbering system for all future population-based project reporting including Work Plans, Quarterly Reports, and Program Revision Forms. The numbering system uses:

**WHOLE NUMBERS** for Each **GOAL**

*Examples:*

Goal 1

Goal 2

Goal 3

**FIRST DECIMAL** for Each **OBJECTIVE**

*Examples:*

Goal 1, Objective 1.1 (goal 1, objective 1)

Objective 1.2 (goal 1, objective 2)

Objective 1.3 (goal 1, objective 3)

Goal 2, Objective 2.1 (goal 2, objective 1)

Objective 2.2 (goal 2, objective 2)

Objective 2.3 (goal 2, objective 3)

**SECOND DECIMAL** for Each **ACTIVITY**

*Examples:*

Goal 1, Objective 1.1 (goal 1, objective 1)

Activity 1.1.1 (activity 1 under objective 1)

Activity 1.1.2 (activity 2 under objective 1)

Goal 1, Objective 1.2 (goal 1, objective 2)

Activity 1.2.1 (activity 1 under objective 2)

Activity 1.2.2 (activity 2 under objective 2)